

Exhibit 6: Copies of insurance policies in effect during PCT's rental period of the Site.



Brown & Brown of WA, Inc.
2101 4th Ave, Suite 600, Seattle, WA 98121
206-956-1600

DATE: August 18, 2009

MEMO TO: PCT Construction, Inc.
Attn: Teresa Rancourt

FROM: Jo-Ann Pabalate

INSURED: PCT Construction

RE: Expired General Liability & Excess Liability Policies

Dear Teresa:

Per your request enclosed are the following policies:

2003-04- Producer on file Sam Marquiss

Effective: 3/31/03-04 1M per Occurrence

General Liability - Lloyds of London placed thru Crump Insurance Services
1909 214th St SE #200
Bothell, WA 98021

Excess Liability- Effective 11/5/03-03/31/04 4M per Occurrence
RSUI
Executive Office
945 East Paces Ferry Road #1800
Atlanta, GA 30326-1125

2004-05- Producer on file Steven Ritchie

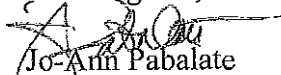
Effective 3/31/04-05 1M per Occurrence

General Liability Lloyds of London placed thru Crump Insurance Services
1909 214th St SE #200
Bothell, WA 98021

Excess Liability- Effective 03/31/04-/31/05 4M per Occurrence
RSUI
Executive Office
945 East Paces Ferry Road #1800
Atlanta, GA 30326-1125

If you have additional questions or need further assistance please contact our office.

Best Regards,


Jo-Ann Pabalate
Account Manager



Lloyd's, London

This DECLARATION PAGE is attached to and forms part of certificate provisions (Form SLC-3 USA).

Certificate No. CJ0352031

ITEM I. Name and Address of the "Assured":

✓ PCT Construction, Inc., et al
(As per Endorsement No. 1)
7400 - 3rd Avenue S.
Seattle, WA 98108

This contract is registered and delivered as a surplus line coverage under the insurance code of the State of Washington, enacted in 1947. It is not issued by a company regulated by the Washington State Insurance Commissioner and is not protected by any Washington State Guaranty Fund Law.

Crump Insurance Services
Northwest Inc. *[Signature]*

ITEM II. Effective from: ✓ March 31, 2003 To: March 31, 2004

Both days at 12:01 AM (Standard Time) at location(s) of the risk(s) insured and in accord with the terms and conditions of form(s) attached.

ITEM III. Coverage: Commercial General Liability as per Forms attached

ITEM IV. Limits of Liability:

\$1,000,000. any one "occurrence"
\$2,000,000. in the aggregate where applicable

ITEM V. Deductibles:

"Bodily Injury": As per Endt. #2 any one "occurrence"
"Property Damage": As per Endt. #2 any one "occurrence"

ITEM VI. Premium: (a) ✓ \$32,400.00 Deposit Premium
✓ \$500.00 Policy Fee (Fully Earned)
\$32,900.00 SUBTOTAL
✓ \$658.00 2.00% WA ST Tax
✓ \$131.60 0.40% WA S.L. Fee
\$33,689.60 TOTAL *OK*

(b) Minimum Premium: \$32,400.00 ✓

(c) In the event of cancellation of this insurance by the "Assured", the Insurer(s) shall retain not less than a fully earned premium of: \$8,100.00 ✓

RECEIVED

JUN 11 2003

BROWN & BROWN
SEATTLE

(CONTINUED ON NEXT PAGE)

ITEM VII. The premium for this insurance shall be adjusted at expiration and shall be calculated at the following composite rate:

\$0.81 per \$100.00 of Gross Receipts
Estimated Gross Receipts: \$4,000,000.

Forms and endorsements attached to and forming a part of this insurance at inception:

Endorsement Nos. 1 - 4
C160EBL-SCHED
C160EBL
C131BFM - 6 pages
C132ENDA - 3 pages
C130GAE
C155PPA
C159SEV
C135POLL
C146LIA
C142SC500
C134CXL - 2 pages
C138MUR
C139EFS
C136MOMI
NMA2918
C133Y2K
NMA1998

Crump Insurance Services Northwest, Inc.

Dated: May 30, 2003

By: _____
Authorised Signature

ENDORSEMENT

It is hereby understood and agreed that ITEM. V. of the DECLARATION PAGE is amended to read as follows:

V. Deductible:

✓ \$10,000. for all damages because of "bodily injury" and "property damage" combined resulting from any one "occurrence" including "claim expenses".

It is further understood and agreed that "claim expenses" shall mean:

1. fees charged by any lawyer designated by the Insurer(s);
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Insurer(s); and
3. premiums on appeal bonds and premiums on bonds to release at achments in any claim for an amount not in excess of the applicable limit of liability of this policy, but the Insurer(s) shall have no obligation to apply for or furnish any such bonds;

however, "claim expenses" shall not include salary charges of regular employees or officials of the Insurer(s) or any supervisory counsel retained by the Insurer(s).

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2003

Attached to and forming a part of No.: CJ0352031

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: May 30, 2003

By: _____
Authorised Signature

Endorsement No. 2

ENDORSEMENT

It is hereby understood and agreed that this Policy / Certificate is amended as follows:

1. It is hereby agreed that Condition 9) CANCELLATION of form C131BFM is amended, in part, to read "not less than forty-five (45) days' written notice...", EXCEPT with respect to non-payment of any premium, in which case notification is amended to read: "...not less than TEN (10) days' written notice..."
2. It is agreed that coverage under this Policy / Certificate shall not apply to any liability arising out of damage to, destruction of, or loss of use of any hired, leased, rented or borrowed contractor's equipment which is in the care, custody, or control of the "Assured" or over which the "Assured" is for any purpose exercising physical control.
3. It is agreed that DEFINITION (e) of form C131BFM is amended to include the following: Real property shall not be considered to be a product of the "Assured."

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2003

Attached to and forming a part of No.: CJ0352031

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: May 30, 2003

By: _____
Authorised Signature

Endorsement No. 3

ENDORSEMENT

It is hereby understood and agreed that the Named Assured is completed to read as follows:

PCT Construction, Inc.
Pacific Concrete Technologies, Inc.
TMR Northwest LLC

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2003

Attached to and forming a part of No.: CJ0352031

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: May 30, 2003

By: _____
Authorized Signature

Endorsement No. 1

ENDORSEMENT

PREMISES DAMAGE LIABILITY

It is hereby understood and agreed that subject to the provisions of paragraph (b) (3) of the GENERAL AGGREGATE ENDORSEMENT (form C130GAE) the following Limit of Liability shall apply in respect of "property damage" to premises rented or leased by the "Assured":

\$300,000. any one "occurrence" ✓

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2003

Attached to and forming a part of No.: CJ0352031

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: May 30, 2003

By: _____
Authorised Signature

Endorsement No. 4

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - SCHEDULE
(Attaching to Form C160EBL)

ITEM 1. TERM OF ENDORSEMENT: FROM: March 31, 2003 To: March 31, 2004

ITEM 2. RETROACTIVE DATE: March 31, 2000
(Coverage does not apply to negligent acts, errors or omissions that occur before this date).

ITEM 3. NAMED INSURED: PCT Construction, Inc., et al
(As per Endorsement No. 1)

ITEM 4. ADDRESS: 7400 - 3rd Avenue S.
Seattle, WA 98108

ITEM 5. LIMIT OF INSURANCE: \$1,000,000. ✓

ITEM 6. ESTIMATED NUMBER OF EMPLOYEES 24
ESTIMATED PREMIUM: \$INCL.

ITEM 7. DEDUCTIBLE: \$1,000. - See Section IV ✓

ITEM 8. ATTACHED TO AND FORMING A PART OF CERTIFICATE NO.: CJ0352031

Crump Insurance Services Northwest, Inc.

Dated: May 30, 2003

By: _____
Authorized Signature

CONTRACTOR'S BODILY INJURY AND BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE

1. INSURING AGREEMENTS:

- (a) In consideration of the premium paid and the attached DECLARATION PAGE, the Insurer(s) agrees to pay on behalf of the "Assured" all sums which the "Assured" shall become legally obligated to pay by reason of:
- (1) Any and all liability imposed by law against the "Assured" for "bodily injury" or "property damage" to which this insurance applies, caused by an "occurrence" and arising out of the operations, activities, work or business of the "Assured" and happening anywhere in the world.
 - (2) Any and all liability for "bodily injury" or "property damage" caused by an "occurrence" and assumed by the "Assured" under contracts, leases or agreements usual and incidental to the operations, activities, work or business of the "Assured". But as respects property in the care, custody or control or rented, leased or used by the "Assured", (except for claims against the "Assured" in subrogation proceedings or liability imposed by law on others and assumed by the "Assured" in writing under contracts, leases or agreements usual and incidental to the operations, activities, work or business of the "Assured") this Insurance shall not be held to cover any liability assumed by the "Assured" in any contract, lease or agreement unless such liability would have been covered hereunder even in the absence of such a contract, lease or agreement.
- (b) The Insurer(s) shall have the right and duty to defend any suit against the "Assured" seeking damages on account of "bodily injury" or "property damage" to which this insurance applies, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the investigation and defense by the Insurer(s) of any such claim or suit shall terminate upon the exhaustion of the applicable limits of liability expressed in ITEM IV. of the DECLARATION PAGE.
- (c) The Insurer(s) also agrees that if the "Assured" shall be held liable under (a) (1) above as a result of the same "occurrence" for the fire fighting expenses incurred by the same person, persons or entity making claim, the amount of the liability of the "Assured" for such fire fighting expenses shall be included in ascertaining the ultimate net loss of the "Assured". HOWEVER, it is agreed that the Insurer(s) hereon shall not be held liable for any fire fighting expenses other than as provided for herein. "Assured" warrants that:
- (1) slash shall be burnt only at such time and under such conditions as the proper state and/or other governmental officials may approve, direct, or provide;
 - (2) all construction or land clearing operations shall be completely suspended at all times when such suspension is directed by the proper state and/or other governmental officials.
- (d) The Insurer(s) further agrees to pay in addition to the limits of liability expressed in ITEM IV. of the DECLARATION PAGE:
- (1) all expenses incurred by the Insurer(s) under (b) above;
 - (2) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments in any such suit but only for bond amounts not in excess of the applicable limit of liability of this policy;
 - (3) all interest on the Insurer(s)' share of any judgment accruing before or after entry of such judgment and up to the date of payment by the Insurer(s) of its share of any such judgment;
 - (4) expenses incurred by the "Assured" for first aid to others at the time of an accident, for "bodily injury" to which this insurance applies.

2. LIMITS OF LIABILITY: Regardless of the number of (1) "Assureds" insured herein, (2) persons or organizations who sustain "bodily injury" or "property damage", or (3) claims made or suits brought on account of "bodily injury" or "property damage", the liability of the Insurer(s) is limited as follows:

- (a) The limit of liability stated in ITEM IV. of the DECLARATION PAGE as applicable to each "occurrence" is the total limit of the Insurer(s) liability for all damages because of "bodily injury" and "property damage" as a result of any one "occurrence". For the purposes of determining the limit of the Insurer(s) liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one "occurrence".
- (b) Subject to the above provision in respect of each "occurrence", the total liability of the Insurer(s) for all damages because of "bodily injury" and "property damage" shall not exceed the limit of liability stated in ITEM IV. of the DECLARATION PAGE as "aggregate" separately for each of the subparagraphs below:
- (1) All "property damage" liability.
 - (2) All "bodily injury" liability included within the "products hazard" and "completed operations hazard".
 - (3) All liability arising out of "advertising injury" and "personal injury".
- The aggregate limits as described above shall apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the DECLARATION PAGE, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

6. EXCLUSIONS: This insurance does not apply to:

- (a) any obligation for which the "Assured" or any carrier as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) "bodily injury" to any employee of the "Assured" arising out of and in the course of his employment by the "Assured" or to any obligation of the "Assured" to indemnify another because of damages arising out of such injury, but this exclusion does not apply to liability assumed by the "Assured" under contracts usual to the operations, activities, work or business of the "Assured";
- (c) "property damage" to any property carried in or upon any vehicle in charge of the "Assured", except property of others which has been, is, or will be used in the business of the "Assured";
- (d) "bodily injury" or "property damage" caused by any self-propelled watercraft exceeding thirty-five feet in length;
- (e) "property damage" to property of others in the care, custody or control of the "Assured" for repair, storage or for sale while on the premises of the "Assured", but this shall not exclude repair or service when performed for a monetary consideration or as a bailee for hire as a normal service in the business of the "Assured";
- (f) claims against the "Assured":
 - (1) for repairing or replacing any defective product or products manufactured, sold or supplied by the "Assured" or any defective part or parts thereof nor for the cost of such repair or replacement; or
 - (2) for the loss of use of any such defective product or products or part or parts thereof; or
 - (3) for damage to that particular part of any property upon which the "Assured" is or has been working caused by the faulty manner in which the work has been performed; but this exclusion shall not apply to work performed on the Assured's behalf by a subcontractor. The phrase "that particular part" shall not be construed to mean the entire building project.
- (g) "bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, control, loading or unloading by the "Assured" of any aircraft or manufacture of aircraft or aircraft parts by the "Assured";
- (h) "bodily injury" or "property damage" arising out of the ownership, maintenance operation, use, control, loading or unloading by the "Assured" of any automobile which is defined as follows: The word "automobile" shall mean a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, but does not include any vehicle
 - (1) not subject to motor vehicle registration, or
 - (2) maintained for use exclusively on premises owned by or rented to the "Assured", including the ways immediately adjoining, or
 - (3) designed for use principally off public roads, or
 - (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than mix-in-transit type) ; graders, scrapers, rollers, and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;
- (i) "bodily injury" or "property damage" due to war, whether or not declared, civil war, insurrection, rebellion, revolution or to any act or condition incident to any of the foregoing;
- (j) "property damage" to premises alienated by the "Assured" arising out of such premises or any part thereof;
- (k) any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation by whatever name called regardless of whether such claims are made directly against the "Assured" or by virtue of any agreement entered into by or on behalf of the "Assured";
- (l) any liability arising out of the rendering of, or the failure to render, professional services by or on behalf of the "Assured", for others, in the "Assured's" capacity as an architect, engineer or surveyor, including but not limited to, any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith;
- (m)(1) any liability arising out of the actual, alleged or threatened discharge, dispersal, release, or escape of "pollutants"; or
 - (2) any loss, cost, or expense arising out of any direction or request that the "Assured" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants";Exclusion (m) (1) above does not apply to "bodily injury or property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them, provided such "mobile equipment" is brought on to the premises, site or location by any assured or any contractors or subcontractors working directly or indirectly on any assured's behalf, in connection with operations at such premises, site or location by such assured, contractors or subcontractors. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such assured, contractor or subcontractor.
- (n) fines, penalties, punitive or exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;

CONDITIONS

1) PREMIUM: All premiums for this Insurance shall be computed in accordance with the Insurer(s)' rules, rates, rating plans, premiums and minimum premiums applicable to the coverage afforded herein. At the close of each period (or part thereof terminating with the end of the insurance period) the earned premium shall be computed for such period. If the earned premium thus computed exceeds the deposit premium paid, the "Assured" shall pay the excess to the Insurer(s); if less, the Insurer(s) shall return to the "Assured" the unearned portion paid by such "Assured", subject always, however, to the Minimum Premium shown under ITEM VI. (b) of the DECLARATION PAGE.

Insurer(s)' representatives shall be permitted to examine the books and records of the "Assured" for the purpose of determining the actual premium earned at any time while this Insurance is in force, or within three (3) years thereafter.

2) ASSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

- a. Upon the happening of any "occurrence" likely to give rise to a claim under this insurance, the "Assured" shall use due diligence and do and concur in doing all things reasonably practicable to diminish the loss.
- b. In the event of an "occurrence", written notice containing particulars sufficient to identify the "Assured" and also reasonably obtainable information with respect to the time, place and circumstance thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the "Assured" to Crump Insurance Services Northwest, Inc. on behalf of the Insurer(s) as soon as practicable.
- c. If claim is made or suit is brought against the "Assured", the "Assured" shall immediately forward to Crump Insurance Services Northwest, Inc. on behalf of the Insurer(s) every demand, notice, summons or other process received by the "Assured" or his representative.
- d. The "Assured", when requested by the Insurer(s), shall aid in effecting settlements, in securing evidence and the attendance of witnesses, in defending suits and in prosecuting appeals, and shall at all times render to the insurer(s) all cooperation and assistance in the power of the "Assured" (except in a pecuniary way). The "Assured" shall not voluntarily assume any liability, settle any claim or incur any expense in connection with any claim or loss in excess of the amount(s) expressed in ITEM V. of the DECLARATION PAGE.

3) SOLE AGENT: The "Assured" first named in ITEM I. of the DECLARATION PAGE shall be deemed the sole agent of each and every "Assured" named therein or endorsed hereon, for the purposes of:

- a. giving notice of cancellation, either by the Insurer(s) or the "Assured";
- b. giving instructions for changes in this insurance and accepting changes in this insurance; and
- c. the payment of premiums or receipt of return premiums.

4) OTHER INSURANCE: In the event that there shall be in effect any other good, valid, and collectible insurance insuring to the benefit of the "Assured" or any Additional Assured hereunder, with respect to loss or claim covered hereby, then this insurance shall be excess insurance only, over and above the amount of any such good, valid and collectible insurance.

5) DENIAL OF LIABILITY: In the event the "Assured" is self-insured, in part, against loss which may be the basis of claim under this Insurance, the Insurer(s) reserves the right to require the "Assured" upon written notice to deny any such claim and in the event the Insurer(s) shall exercise its right, the Insurer(s) shall defend the "Assured" any pay all costs in accordance with the terms set forth in 1. INSURING AGREEMENTS, Paragraph (b).

6) ACTION AGAINST INSURER(S): No action shall lie against the Insurer(s) unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this insurance, nor until the amount of the "Assured's" obligation to pay shall have been finally determined either by judgment against the "Assured" after actual trial or by written agreement of the "Assured", the claimant and the Insurer(s).

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this insurance to the extent of the coverage provided herein. No person or organization shall have any right under this insurance to join the Insurer(s) as a party to any action against the "Assured" to determine the "Assured's" liability, nor shall the Insurer(s) be impleaded by the "Assured" or his legal representative.

7) SUBROGATION: Under payment of any claim, demand, suit or judgment covered hereby the Insurer(s) (or other Insurers or the "Assured" in the event that more than one Insurer or the "Assured" as a self-insurer has paid any part of such claim, it being understood that other insurance or excess insurance of self-insurance is permitted) shall be subrogated to all rights which the "Assured" may have against any and every person, partnership or corporation in respect of such claim, demand, suit or judgment and the "Assured" shall, at the request of the Insurer(s) (or other Insurers) execute all papers necessary or convenient to effect such subrogation.

ENDORSEMENT A

This endorsement modifies such insurance as is afforded by the provisions of the following:

CONTRACTORS' BODILY INJURY AND BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE

I. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

The definition of "bodily injury" is amended to include "personal injury" and "advertising injury", subject to the following:

(A) "Personal Injury" means injury arising out of one or more of the following offenses committed during the period of this insurance:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material; or
 - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the "Assured" shall not be deemed "personal injury".

(B) "Advertising injury" means injury arising out of an offense committed during the period of this insurance and occurring in the course of the "Assured's" advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

(C) EXCLUSIONS: This coverage does not apply:

- (1) to liability assumed by the "Assured" under any contract or agreement;
- (2) to "personal injury" or "advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the "Assured";
- (3) to "personal injury" or "advertising injury" arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the "Assured" was made prior to the effective date of this insurance;
- (4) to "personal injury" or "advertising injury" arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the "Assured" with knowledge of the falsity thereof;
- (5) to "personal injury" or "advertising injury" arising out of the conduct of any partnership or joint venture of which the "Assured" is a partner or member and which is not designated in the DECLARATION PAGE as an "Assured";
- (6) to "advertising injury" arising out of
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas under an implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to "advertising injury"
 - (a) to any "Assured" in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the "Assured" with actual malice.

II. PREMISES MEDICAL PAYMENT COVERAGE

The Insurer(s) will pay to or for each person who sustains "bodily injury" caused by accident during the period of this insurance all reasonable "medical expense" incurred within one year from the date of the accident on account of such "bodily injury", provided such "bodily injury" arises out of (a) a condition in the "Assured's premises", or (b) operations with respect to which the "Assured" is afforded coverage for "bodily injury" liability under this insurance.

(A) EXCLUSIONS: This insurance does not apply:

- (1) to "bodily injury"
 - (a) arising out of the ownership, maintenance, operation, use, loading or unloading of
 1. any automobile or aircraft owned or operated by or rented or loaned to any "Assured", or
 2. any other automobile or aircraft operated by any person in the course of his employment by any "Assured";but this exclusion does not apply to the parking of an automobile on the "Assured's premises" if such automobile is not owned by or rented or loaned to any "Assured";

(D) ADDITIONAL CONDITION

✓ **Medical Reports; Proof and Payment of Claim:**

As soon as practicable the injured person or someone on his behalf shall give to Crump Insurance Services Northwest, Inc. on the Insurer(s) behalf written proof of claim, under oath if required, and shall, after each request from the Insurer(s), execute authorization to enable the Insurer(s) to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Insurer(s) when and as often as the Insurer(s) may reasonably require. The Insurer(s) may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Insurer(s).

III. EXTENDED BODILY INJURY COVERAGE

The definition of "occurrence" is amended to include any intentional act by or at the direction of the "Assured" which results in "bodily injury", if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

IV. STOP GAP LIABILITY (WASHINGTON) ✓

It is hereby agreed that if, under any circumstances, it is determined that any employee of the "Assured" who is reported and declared under the Worker's Compensation Law or Laws of the state of Washington is injured in the course of his employment but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law(s), then this insurance is extended to cover the legal liability of the "Assured" for such "bodily injury", subject to the following exclusions.

This insurance does not apply to:

- (A) any premium, assessment, penalty, fine or benefits or other obligation imposed by any Worker's Compensation Law, Unemployment Compensation Law, Disability Benefits Law or any similar law(s); or
- (B) any claim for "bodily injury", with respect to which the "Assured" is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the Worker's Compensation Law, or Laws of the state of Washington; or
- (C) punitive or exemplary damages on account of "bodily injury" to or death of any employee employed in violation of law; or with respect to any employee employed in violation of the law with the knowledge or acquiescence of the "Assured" or any executive officer thereof; or
- (D) "bodily injury" by accident or disease, including death at any time resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the "Assured" in the course of an employment subject to the United States Longshoremen's and Harbor Worker's Compensation Act, U.S. Code (1946) Title 33, Sections 901-49, or the Federal Employer's Liability Act, U.S. Code (1946) Title 45, Sections 51-60, sustained by any member of the flying crew of any aircraft, or sustained by any employee with respect to whom the "Assured" is not required to contribute to a worker's compensation insurance fund; or
- (E) any liability assumed by the "Assured" under any contract or agreement, whether or not a contract is defined in this insurance; or
- (F) fines or penalties imposed on the "Assured" for failure to comply with the requirements of any worker's compensation occupational disease or industrial safety law.

GENERAL AGGREGATE ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the following:

CONTRACTORS' BODILY INJURY AND BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that Paragraph 2.(b) LIMITS OF LIABILITY of form C131BFM is replaced by the following:

- (b) Subject to the above provision in respect of each "occurrence", the total liability of the Insurer(s) for all damages because of "bodily injury" and "property damage" shall not exceed the limit of liability stated in Item IV. of the Declarations as "aggregate" separately for each of the subparagraphs below:
- (1) All liability included within the "products hazard" and "completed operations hazard".
 - (2) All liability arising out of "advertising injury" and "personal injury".
 - (3) All other "bodily injury" and "property damage" liability not included in (b)(1) or (b)(2) above.

The aggregate limits as described above shall apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the DECLARATION PAGE, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

SEPARATION OF ASSUREDS – MULTIPLE NAMED ASSUREDS

It is hereby understood and agreed that except with respect to the Limits of insurance, and any rights or duties specifically assigned in this policy to the first named "Assured", this insurance applies:

- (a) As if each named "Assured" were the only named "Assured"; and
- (b) Separately to each named "Assured" against whom claim is made or suit is brought.

Nothing contained herein shall operate to increase the Insurer(s)' limits of liability as set forth in the Declaration Page.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

SUBCONTRACTOR'S LIABILITY INSURANCE ENDORSEMENT

In consideration of the payment of premium, it is hereby understood and agreed that the following special conditions are made a part of the policy:

1. The "Assured" shall require all subcontractors during the period of their contract to maintain Commercial General Liability insurance coverage (underwritten by an insurance company with at least an A- Best rating), with minimum limits of \$1,000,000 per occurrence; \$2,000,000 aggregate, except that blasting subcontractors are to maintain limits of \$10,000,000 per occurrence (\$10,000,000 aggregate). The "Assured" shall also require all subcontractors to include the "Assured" as an Additional Assured on the subcontractor's policy. Furthermore, the "Assured" shall obtain "Certificates of Insurance", to evidence such coverage, from all subcontractors. In addition, the "Assured" shall require that all subcontractors shall hold the "Assured" harmless.
2. Failure to comply with the above condition does not alter the coverage provided by this policy. However, should the "Assured" fail to comply, for the sole purpose of computing rates and premium, independent contractors will be considered employees of the "Assured" and a premium charge at a rate of \$5.00 per \$100.00 of cost for the independent contractors will be made accordingly. It is agreed that any additional premium calculated in accordance with the provisions of this endorsement shall be separate and not included in the Minimum Premium shown in Item VI. (b) of the policy Declaration Page.
3. Commercial General Liability coverage maintained by subcontractors shall be primary and this policy shall be excess of the Limits of Liability of such insurance, notwithstanding the language of any other provisions in the policy.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

**EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC
PROBLEMS**

The following exclusion is added to Paragraph 6 of form C131BFM:

(s) This insurance does not apply to "bodily injury" or "property damage", arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

1) Any of the following, whether belonging to any "Assured" or to others:

- a) Computer hardware, including micro-processors;
- b) Computer application software;
- c) Computer operating systems and related software;
- d) Computer networks;
- e) Microprocessors (computer chips) not part of any computer system; or
- f) Any other computerized or electronic equipment or components; or

2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a.1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the "Assured" or for the "Assured" to determine, rectify or test for, any potential or actual problems described in Paragraph a. of this endorsement.

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the Jurisdiction of a Court of competent Jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent Jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

Mendes & Mount
750 Seventh Avenue
New York, NY 10019-6829,

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:
Contractor's Bodily Injury and Broad Form Property Damage Liability Insurance

THIS IS A CLAIMS MADE COVERAGE. PLEASE READ YOUR ENDORSEMENT CAREFULLY.

SECTION 1 – EMPLOYEE BENEFITS LIABILITY COVERAGE

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages caused by the negligent act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error or omission must be committed in the "administration" of your "employee benefit program". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Schedule or which occurs after the policy expires. The negligent act, error or omission must take place in the "coverage territory". We will have the right and duty to defend any "suit" seeking those damages. But:
 - a. The amount we will pay for damages is limited as described in SECTION III – LIMIT OF INSURANCE;
 - b. We may, at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result; and
 - c. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgements or settlements.
2. This insurance applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the term of this endorsement or any subsequent renewal period.
 - a. A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.
 - b. All claims for damages sustained by any one employee, including the employee's dependants and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

B. Exclusions

This insurance does not apply to:

1. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
2. "Bodily injury," "property damage," "personal injury," "advertising injury," discrimination or humiliation;
3. Loss arising out of the failure to perform a contract by any insured;

2. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Schedule.

SECTION III – LIMIT OF INSURANCE

- A. The Limit of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Persons or organizations making claims or bringing "suits";
4. Acts, errors or omissions which result in loss; or
5. Plans included in your "employee benefit program."

- B. The limit shown is an aggregate limit for all claims during the term of this endorsement.

The limit of this endorsement applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the term shown in the Schedule, unless the term is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limit of Insurance.

SECTION IV - DEDUCTIBLE

\$1,000.00 Deductible

The terms of our policy, including those with respect to:

- A. Our right and duty to defend any "suits" seeking those damages; and

- B. Your duties in the event of an "occurrence," claim or "suit";

Apply irrespective of the application of the deductible amount.

We may pay part or all of the deductible amount to effect settlement of a claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – EMPLOYEE BENEFITS LIABILITY AMENDED CONDITIONS

- A. Duties in the Event of Act, Error or Omission, Claim or "Suit".

1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. Notice should include:
 - a. What the act, error or omission was and when it occurred.
 - b. The names and addresses of any employees who may suffer damages as a result of the act, error or omission.

Notice of an act, error or omission is not notice of a claim.

2. If a claim is received by any insured you must:
 - a. Immediately record the specifics of the claim and date received; and
 - b. Notify us as soon as practicable

You must see to it that we receive written notice of the claim as soon as practicable.

- B. When we provide an Extended Reporting Period, the following is added to Paragraph A.2. of INSURING AGREEMENT – SECTION 1:

- c. A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

Any Extended Reporting period will not reinstate or increase the Limit of Insurance or extend the policy period.

- C. The Automatic Extended Reporting Period will be for sixty (60) days, starting with the end of the policy period of this policy.
This Automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable Limit of Insurance.
This Automatic Extended Reporting Period may not be canceled.

- D. If you purchase the optional Supplemental Extended Reporting Period Endorsement, the Supplemental Extended Reporting Period will be for one (1) year, starting sixty (60) days after the end of the policy period. We will issue that endorsement if the first named insured shown in the Schedule:

1. Makes a written request for it which we receive within sixty (60) days after the end of the policy period; and
2. Promptly pay the additional premium when due.

The Supplemental Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that Premium is paid when due, the endorsement may not be canceled.

The Supplemental Extended Reporting Period Endorsement will also amend Paragraph B.1. of SECTION V EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any basis, whose policy period begins or continues after the endorsement takes effect.

- E. We will determine the actual premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures Insured;
2. Previous types and amounts of insurance;
3. Limit of insurance available under this coverage for future payment of damages; and
4. Other related factors

The premium for the Supplemental Extended Reporting Period Endorsement will not exceed two hundred percent (200%) of the annual premium for this coverage and will be fully earned when the endorsement takes effect.

SECTION VII – ADDITIONAL DEFINITIONS

- A. “Administration” means:

1. Counseling employees, including their dependants and beneficiaries, with respect to the “employee benefit program”;
2. Handling records in connection with the “employee benefit program”;



Lloyd's, London

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The Assured is requested to read this certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim under this certificate, please notify the following Correspondent:



CRUMP INSURANCE SERVICES NORTHWEST, INC.

21540 30TH DRIVE SE
SUITE 100
BOTHELL, WA 98021
(425) 489-4555
FAX: (425) 398-1133

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

PER PROJECT AGGREGATE ✓

It is hereby understood and agreed that the General Aggregate Limit under Paragraph (b) (3) of LIMITS OF LIABILITY (form C131BFM as amended by form C130GAE) applies separately to each project away from the premises owned by or rented to the "Assured".

LIMITED POLLUTION COVERAGE FOR CONTRACTORS

NOTICE: THIS ENDORSEMENT CONTAINS A 30-DAY NOTICE OF OCCURRENCE REQUIREMENT. PLEASE READ THE ENTIRE FORM CAREFULLY.

1. Exclusion (m) Pollution, does not apply to "bodily injury", "property damage" or "clean-up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard".
2. The limit of liability (Item IV. of the Declaration Page) is deleted and replaced by the following in respect of all losses or claims covered by this endorsement:

✓ \$100,000.00 Each occurrence
✓ \$100,000.00 Pollution Liability Hazard Aggregate Limit

The Each Occurrence Limit is the total limit of the Insurer(s)' liability for all damages because of "bodily injury", "property damage" or "clean-up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard" as a result of any one "occurrence".

Subject to the above provision in respect to Each Occurrence, the Pollution Liability Hazard Aggregate Limit is the total limit of the Insurer(s)' liability under this insurance for all damages because of "bodily injury", "property damage" or "clean-up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard"; however, nothing in this endorsement shall serve to increase the aggregate Limit of Liability set forth in Item IV. of the Declaration Page.

The Insurer(s)' right and duty to defend any suit for "bodily injury", "property damage" or "clean-up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard" shall terminate upon the exhaustion of the applicable limits of liability as stated above.

3. "Pollution Liability Hazard" includes all "bodily injury", "property damage" and "clean-up costs" resulting from "environmental damage" arising out of the actual discharge, dispersal, release or escape of "pollutants" at or from a "work site" during 72 consecutive hours commencing within the period of this insurance and reported to the Insurer(s) within 30 days of the commencement of the discharge, dispersal, release or escape of "pollutants".

"Work site" means any premises, site or location on which any "Assured" or any other contractor or subcontractor working directly or indirectly on behalf of any "Assured" is performing operations. "Work site" does not include any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "Assured."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Clean up costs" means expenses for the removal or neutralization of contaminants, irritants or pollutants.

"Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of "pollutants".

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

AMENDMENT - ADDITIONAL ASSURED PROVISION

It is hereby understood and agreed that Paragraph 4. ADDITIONAL ASSURED of form C131BFM is deleted and replaced by the following:

4. ADDITIONAL ASSURED: It is understood and agreed that wherever the "Assured" has contracted or agreed to protect any individual, firm, corporation or governmental entity by such coverage as is afforded by this insurance, such individual, firm, corporation or governmental entity shall be deemed an Additional Assured under this insurance, subject to the following:
- (a) the liability of the Insurer(s) as respects such Additional Assured shall be limited to the amount of insurance contracted or agreed to be carried by the "Assured" and in no event shall such liability in the aggregate exceed the Insurer(s)' limits of liability expressed in ITEM IV. of the DECLARATION PAGE; and
 - (b) the coverage afforded such Additional Assured shall be subject to the terms, conditions and exclusions of this insurance, and shall also be restricted to defense of and liability for "bodily injury" and "property damage" claims arising out of alleged or actual negligent acts or omissions of the "Assured"; and
 - (c) the coverage afforded such Additional Assured applies solely to ongoing operations of the "Assured" and excludes liability arising out of the "products hazard" and "completed operations hazard."

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

The following EXCLUSIONS are added to Paragraph 6 of form C131BFM:

(t) CONTRACTORS' PROFESSIONAL LIABILITY EXCLUSION

- (1) This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or failure to render any professional services by the "Assured" or on behalf of the "Assured" by others, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in the "Assured's" capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work performed by the "Assured".
- (2) Subject to paragraph 3) below, professional services include:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- (3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by the "Assured" in connection with the operations of the "Assured" in the "Assured's" capacity as a construction contractor.

(u) OCCUPATIONAL, ENVIRONMENTAL AND COMMUNICABLE DISEASE EXCLUSION

This insurance does not apply to any "bodily injury" resulting from any occupational, environmental or communicable disease arising out of the "Assured's" operations or products and affecting any employee of the "Assured" or any other third party.

(v) FIDUCIARY OR REPRESENTATIVE LIABILITY EXCLUSION

This insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the ownership, maintenance or use, including all related operations, of property in which the "Assured" is acting in a fiduciary or representative capacity.

(w) CONTINUING OR ONGOING LOSSES, KNOWN LOSSES, PENDING AND PRIOR LITIGATION EXCLUSION

This insurance does not apply to any claim, demand, suit, action, litigation, alternative dispute resolution, or other judicial or administrative proceeding seeking damages for loss or injury which:

- (1) manifested prior to the effective date of this policy;
- (2) commenced or was pending prior to the effective date of this policy;
- (3) the "Assured" received prior to the effective date of this policy; or
- (4) involves any "bodily injury", "property damage", "personal injury" or "advertising injury" known to the "Assured" prior to the effective date of this policy.

This exclusion applies whether or not:

- (A) injury or damage continues or progresses during the policy period;
- (B) liability has been established; or
- (C) the amount of damage, loss, cost or expense has been established.

(x) EMPLOYMENT-RELATED PRACTICES EXCLUSION

This insurance does not apply to "bodily injury", "personal injury", or "advertising injury" to:

- (1) a person arising out of any:
 - a. refusal to employ that person;
 - b. termination of that person's employment; or
 - c. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

EXCLUSION - MULTI-UNIT RESIDENTIAL CONSTRUCTION

It is hereby understood and agreed that this insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the operations, activities, work or business of the "Assured" in connection with the pre-construction, construction, post-construction, reconstruction, exterior remodeling, maintenance or repair of any "multi-unit residential building".

It is further understood and agreed that this insurance does not apply to the "products hazard" and "completed operations hazard" with respect to operations performed by or on behalf of the "Assured" in connection with any "multi-unit residential building".

"Multi-unit residential building" means condominiums, townhouses, or townhomes (whether condominiums or not) built or used for the purpose of residential occupancy. "Multi-unit residential building" does not mean apartment buildings.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEM

It is hereby understood and agreed that this insurance does not apply to:

- A. "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of or caused by:
 - 1) the actual or alleged design, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof;
 - 2) any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.
- B. the "products hazard" or "completed operations hazard" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

For the purposes of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of :

- a) a rigid or semi-rigid insulation board made of expanded polystyrene or other materials,
- b) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate,
- c) a reinforced base coat, and
- d) a finish coat providing surface texture and color.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

ABSOLUTE MICROORGANISM EXCLUSION

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect



**COMMERCIAL EXCESS
LIABILITY POLICY DECLARATION**

EXECUTIVE OFFICE:
945 EAST PACES FERRY ROAD
SUITE 1800
ATLANTA, GA 30326-1125

THIS POLICY IS ISSUED BY THE COMPANY DESIGNATED BELOW:

COMPANY NAME RSUI INDEMNITY COMPANY(FORMERLY UNDERWRITERS REINSURANCE CO)

POLICY NUMBER: NHA210423

NEW: ☐

RENEWAL OF: P2HA208716 Cancel/ Rewrite

PRODUCER

CODE NO:

PRODUCER'S NAME AND ADDRESS

ITEM 1
NAMED
INSURED
AND
MAILING
ADDRESS

PCT CONSTRUCTION, INC. ET AL
7400 - 3RD AVENUE S.
SEATTLE, WA 98108

ITEM 2	COVERAGE: EXCESS		
ITEM 3	POLICY PERIOD		
	FROM 11/05/2003	TO 03/31/2004	12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED
ITEM 4 LIMITS AND PREMIUM	LIMITS OF INSURANCE		
	EACH OCCURRENCE	AGGREGATE WHERE APPLICABLE	
	\$ 4,000,000	\$ 4,000,000	
	PREMIUM		
	\$6,970.00		
	<input checked="" type="checkbox"/> FLAT <input type="checkbox"/> AUDITABLE – SEE PREMIUM COMPUTATION ENDORSEMENT		

ITEM 5
ENDORSEMENTS ATTACHED: Policy Jacket: RSG 31001 0803

1. Amended Limits of Insurance Two Policies With Combined Limits of Insurance
2. Exclusion - Damage to Property
3. Pollution Exclusion Endorsement - Total
4. War or Terrorism Exclusion
5. Washington Amendatory Endorsement



**COMMERCIAL EXCESS LIABILITY POLICY
DECLARATIONS**

POLICY NO. NHA210423

ITEM 6. SCHEDULE OF UNDERLYING INSURANCE

Type of Policy	Insurer	Applicable Limit
GENERAL LIABILITY	UNDERWRITERS AT LLOYD'S LONDON	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
AUTO LIABILITY	AMERICAN STATES INSURANCE CO.	\$1,000,000 COMBINED SINGLE LIMIT
EMPLOYEE BENEFITS LIABILITY	UNDERWRITERS AT LLOYD'S LONDON	\$1,000,000 EACH CLAIM

Policy Number: NHA210423

Insurer: RSUI Indemnity Company(formerly Underwriters Reinsurance Co)

Named Insured: PCT CONSTRUCTION, INC. ET AL

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been "rejected" by the Insured for all acts of terrorism including but not limited to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002.

This Endorsement Changes The Policy. Please Read It Carefully.

**AMENDED LIMITS OF INSURANCE
TWO POLICIES WITH
COMBINED LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to section III. **LIMITS OF INSURANCE**:

As respects the AGGREGATE WHERE APPLICABLE, any damages paid under this policy or the cancelled **Referenced Policy** shown below shall reduce the AGGREGATE WHERE APPLICABLE of both this policy and the cancelled **Referenced Policy** by the amount of those damages.

Under no circumstance shall our combined liability for both this policy and the cancelled **Referenced Policy** exceed the amounts specified in a. or b. below:

- a. \$4,000,000 AGGREGATE WHERE APPLICABLE
- b. The total amount for all loss, cost and expense that would have been payable under the cancelled **Referenced Policy** as if it had not been cancelled and rewritten by this policy to complete the original policy term.

Referenced Policy # P2HA208716

Issued by Royal Insurance Company of America

This endorsement effective 11/05/2003
forms part of Policy Number NHA210423
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)

Endorsement No.: 01

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – DAMAGE TO PROPERTY

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance shall not apply to property damage to:

1. Property you use, own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Property loaned to you;
3. Property in the care, custody or control of any insured;
4. Property transported by the insured; or
5. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises, and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

This endorsement effective 11/05/2003
forms part of Policy Number NHA210423
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 02

This Endorsement Changes The Policy. Please Read It Carefully.

POLLUTION EXCLUSION ENDORSEMENT - TOTAL

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any liability arising out of:

1. Any liability which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, claim or suit that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This endorsement effective 11/05/2003
forms part of Policy Number NHA210423
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 03

This Endorsement Changes The Policy. Please Read It Carefully.

WAR OR TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

A. The following is added as an item to Section II. EXCLUSIONS:

War or Terrorism

This insurance does not apply to any injury or damages arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusion; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (a) Physical injury that involves a substantial risk of death; or
 - (b) Protracted and obvious physical disfigurement; or
 - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

This endorsement effective 11/05/2003
forms part of Policy Number NHA210423
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)

Endorsement No.: 04

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this policy.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident of "terrorism".

B. Under Section V. DEFINITIONS, the following definition is added:

"Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

This Endorsement Changes The Policy. Please Read It Carefully.

WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

A. Paragraphs 1, 2., 3. and 5. of Condition 4. are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us a written notice of cancellation on or prior to the effective date of such cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation prior to the effective date of cancellation. This notice will be the same as that mailed or delivered to the first Named Insured.
5.
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
 - b. If the Named Insured cancels, the refund will be at least 90% pro rata refund.
 - c. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee, or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

This endorsement effective 11/05/2003
forms part of Policy Number NHA210423
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 05



Commercial Excess Liability Policy

Corporate Office

945 E. Paces Ferry Rd.
Atlanta, GA 30326-1125

CLAIM OFFICE:

Mail claims to:

945 E. Paces Ferry Rd.
Atlanta, GA 30326-1125

Fax claims to:

(404) 260-3997
(Attn: Claims Department)

For purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:

- a. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance"; or
- b. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V – DEFINITIONS

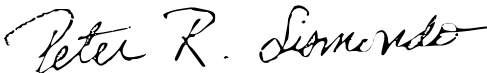
1. "Underlying Insurance" means the policies or self-insurance listed in the Schedule of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All "Underlying Insurance" shall be maintained by you in accordance with Condition 2. of this policy.

We have officially signed this policy below. This policy is not valid unless countersigned on the Declaration page by our fully authorized representative.



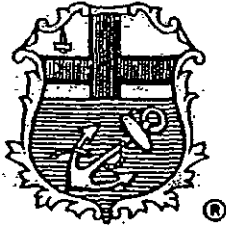
President

**RSUI Indemnity Company
Underwriters Reinsurance Company
Landmark American Insurance Company**



Secretary and Treasurer

**RSUI Indemnity Company
Underwriters Reinsurance Company
Landmark American Insurance Company**



Lloyd's, London

This DECLARATION PAGE is attached to and forms part of certificate provisions (Form SLC-3 USA).

Certificate No. CJ0426057

ITEM I. Name and Address of the "Assured":

PCT Construction, Inc., et al ✓
(As per Endorsement No. 1)
7400 - 3rd Avenue S.
Seattle, WA 98108

This contract is registered and delivered as a surplus line coverage under the insurance code of the State of Washington, enacted in 1947. It is not issued by a company regulated by the Washington State Insurance Commissioner and is not protected by any Washington State Guaranty Fund Law.

Crump Insurance Services
Northwest Inc. 

ITEM II. Effective from: March 31, 2004 ✓ **To:** March 31, 2005

Both days at 12:01 AM (Standard Time) at location(s) of the risk(s) insured and in accord with the terms and conditions of form(s) attached.

ITEM III. Coverage: Commercial General Liability as per Forms attached

ITEM IV. Limits of Liability:

✓ \$1,000,000. any one "occurrence"
✓ \$2,000,000. in the aggregate where applicable

ITEM V. Deductibles:

"Bodily Injury": As per Endt. #2 any one "occurrence"
"Property Damage": As per Endt. #2 any one "occurrence"

ITEM VI. Premium:

(a)	✓ \$48,600.00	Deposit Premium
	✓ \$500.00	Policy Fee (Fully Earned)
	\$49,100.00	SUBTOTAL
	✓ \$982.00	2.00% WA ST Tax
	✓ \$196.40	0.40% WA S.L. Fee
	✓ \$50,278.40	TOTAL

(b) Minimum Premium: \$48,600.00

(c) In the event of cancellation of this insurance by the "Assured", the Insurer(s) shall retain not less than a fully earned premium of: \$12,150.00

RECEIVED

MAY 04 2004

**BROWN & BROWN
SEATTLE**

(CONTINUED ON NEXT PAGE)

ITEM VII. The premium for this insurance shall be adjusted at expiration and shall be calculated at the following composite rate:

\$1.08 per \$100.00 of Gross Receipts
Estimated Gross Receipts: \$4,500,000.

Forms and endorsements attached to and forming a part of this insurance at inception:

Endorsement Nos. 1 - 3
C160EBL - SCHED
C160EBL (6 pages)
C131BFM (6 pages)
C132ENDA (3 pages)
C130GAE
C155PPA
C159SEV
C135POLL
C146LIA
C142SC500
C134CXL (2 pages)
C4490MUREXCL
C139EFS
C136MOMI
C174SIL
NMA2918
NMA1191
NMA2802
NMA2970
LSW1001
NMA1998

Crump Insurance Services Northwest, Inc.

Dated: April 12, 2004

By: _____
Authorised Signature



Lloyd's, London

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The Assured is requested to read this certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim under this certificate, please notify the following Correspondent:

Crump

CRUMP INSURANCE SERVICES NORTHWEST, INC.

21540 30TH DRIVE SE

SUITE 100

BOTHELL, WA 98021

(425) 489-4555

FAX: (425) 398-1133

ENDORSEMENT

It is hereby understood and agreed that the Named Assured is completed to read as follows:

~~P~~CT Construction, Inc.
~~P~~acific Concrete Technologies, Inc.
~~T~~MR Northwest LLC

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2004

Attached to and forming a part of No.: CJ0426057

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: April 12, 2004

By: _____
Authorized Signature

Endorsement No. 1

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

SUBCONTRACTOR'S LIABILITY INSURANCE ENDORSEMENT

In consideration of the payment of premium, it is hereby understood and agreed that the following special conditions are made a part of the policy:

1. The "Assured" shall require all subcontractors during the period of their contract to maintain Commercial General Liability Insurance coverage (underwritten by an insurance company with at least an A- Best rating), with minimum limits of \$1,000,000 per occurrence; \$2,000,000 aggregate, except that blasting subcontractors are to maintain limits of \$10,000,000 per occurrence (\$10,000,000 aggregate). The "Assured" shall also require all subcontractors to include the "Assured" as an Additional Assured on the subcontractor's policy. Furthermore, the "Assured" shall obtain "Certificates of Insurance", to evidence such coverage, from all subcontractors. In addition, the "Assured" shall require that all subcontractors shall hold the "Assured" harmless.
2. Failure to comply with the above condition does not alter the coverage provided by this policy. However, should the "Assured" fail to comply, for the sole purpose of computing rates and premium, independent contractors will be considered employees of the "Assured" and a premium charge at a rate of \$5.00 per \$100.00 of cost for the independent contractors will be made accordingly. It is agreed that any additional premium calculated in accordance with the provisions of this endorsement shall be separate and not included in the Minimum Premium shown in Item VI. (b) of the policy Declaration Page.
3. Commercial General Liability coverage maintained by subcontractors shall be primary and this policy shall be excess of the Limits of Liability of such insurance, notwithstanding the language of any other provisions in the policy.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

PER PROJECT AGGREGATE ✓

It is hereby understood and agreed that the General Aggregate Limit under Paragraph (b) (3) of LIMITS OF LIABILITY (form C131BFM as amended by form C130GAE) applies separately to each project away from the premises owned by or rented to the "Assured".

ENDORSEMENT

It is hereby understood and agreed that ITEM. V. of the DECLARATION PAGE is amended to read as follows:

V. Deductible:

~~\$10,000.~~ for all damages because of "bodily injury" and "property damage" combined resulting from any one "occurrence" including "claim expenses".

It is further understood and agreed that "claim expenses" shall mean:

1. fees charged by any lawyer designated by the Insurer(s);
2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Insurer(s); and
3. premiums on appeal bonds and premiums on bonds to release attachments in any claim for an amount not in excess of the applicable limit of liability of this policy, but the Insurer(s) shall have no obligation to apply for or furnish any such bonds;

however, "claim expenses" shall not include salary charges of regular employees or officials of the Insurer(s) or any supervisory counsel retained by the Insurer(s).

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2004

Attached to and forming a part of No.: CJ0426057

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: April 12, 2004

By: _____
Authorised Signature

Endorsement No. 2

ENDORSEMENT

It is hereby understood and agreed that this Policy / Certificate is amended as follows:

1. It is hereby agreed that Condition 9) CANCELLATION of form C131BFM is amended, in part, to read "not less than forty-five (45) days' written notice...", EXCEPT with respect to non-payment of any premium, in which case notification is amended to read: "...not less than TEN (10) days' written notice..."
2. It is agreed that coverage under this Policy / Certificate shall not apply to any liability arising out of damage to, destruction of, or loss of use of any hired, leased, rented or borrowed contractor's equipment which is in the care, custody, or control of the "Assured" or over which the "Assured" is for any purpose exercising physical control.
3. It is agreed that DEFINITION (e) of form C131BFM is amended to include the following: Real property shall not be considered to be a product of the "Assured."

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2004

Attached to and forming a part of No.: CJ0426057

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: April 12, 2004

By: _____
Authorised Signature

Endorsement No. 3

ENDORSEMENT

PREMISES DAMAGE LIABILITY

It is hereby understood and agreed that subject to the provisions of paragraph (b) (3) of the GENERAL AGGREGATE ENDORSEMENT (form C130GAE) the following Limit of Liability shall apply in respect of "property damage" to premises rented or leased by the "Assured":

~~1~~ \$300,000. any one "occurrence"

All other terms and conditions remain unchanged.

Effective date of this endorsement is: March 31, 2004

Attached to and forming a part of No.: CJ0426057

Certificate issued to: PCT Construction, Inc., et al

Crump Insurance Services Northwest, Inc.

Dated: April 12, 2004

By: _____
Authorised Signature

Endorsement No. 4

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - SCHEDULE
(Attaching to Form C160EBL)

ITEM 1. TERM OF ENDORSEMENT: FROM: March 31, 2004 To: March 31, 2005

ITEM 2. RETROACTIVE DATE: March 31, 2000 ✓
(Coverage does not apply to negligent acts, errors or omissions that occur before this date).

ITEM 3. NAMED INSURED: PCT Construction, Inc., et al
(As per Endorsement No. 1)

ITEM 4. ADDRESS: 7400 - 3rd Avenue S.
Seattle, WA 98108

ITEM 5. LIMIT OF INSURANCE: ✓ \$1,000,000.

ITEM 6. ESTIMATED NUMBER OF EMPLOYEES: 20

ESTIMATED PREMIUM: \$INCL.

ITEM 7. DEDUCTIBLE: ✓ \$1,000. - See Section IV

ITEM 8. ATTACHED TO AND FORMING A PART OF CERTIFICATE NO.: CJ0426057

Crump Insurance Services Northwest, Inc.

Dated: April 12, 2004

By: _____
Authorised Signature

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

**This endorsement modifies insurance provided under the following:
Contractor's Bodily Injury and Broad Form Property Damage Liability Insurance**

THIS IS A CLAIMS MADE COVERAGE. PLEASE READ YOUR ENDORSEMENT CAREFULLY.

SECTION 1 – EMPLOYEE BENEFITS LIABILITY COVERAGE

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages caused by the negligent act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error or omission must be committed in the "administration" of your "employee benefit program". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Schedule or which occurs after the policy expires. The negligent act, error or omission must take place in the "coverage territory". We will have the right and duty to defend any "suit" seeking those damages. But:
 - a. The amount we will pay for damages is limited as described in SECTION III – LIMIT OF INSURANCE;
 - b. We may, at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result; and
 - c. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgements or settlements.
2. This insurance applies to any negligent act, error or omission of the Insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the term of this endorsement or any subsequent renewal period.
 - a. A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.
 - b. All claims for damages sustained by any one employee, including the employee's dependants and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

B. Exclusions

This insurance does not apply to:

1. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
2. "Bodily injury," "property damage," "personal injury," "advertising injury," discrimination or humiliation;
3. Loss arising out of the failure to perform a contract by any insured;

2. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Schedule.

SECTION III – LIMIT OF INSURANCE

- A. The Limit of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Persons or organizations making claims or bringing "suits";
4. Acts, errors or omissions which result in loss; or
5. Plans included in your "employee benefit program."

- B. The limit shown is an aggregate limit for all claims during the term of this endorsement.

The limit of this endorsement applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the term shown in the Schedule, unless the term is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limit of Insurance.

SECTION IV - DEDUCTIBLE

\$1,000.00 Deductible

The terms of our policy, including those with respect to:

- A. Our right and duty to defend any "suits" seeking those damages; and

- B. Your duties in the event of an "occurrence," claim or "suit";

Apply irrespective of the application of the deductible amount.

We may pay part or all of the deductible amount to effect settlement of a claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – EMPLOYEE BENEFITS LIABILITY AMENDED CONDITIONS

- A. Duties in the Event of Act, Error or Omission, Claim or "Suit".

1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. Notice should include:
 - a. What the act, error or omission was and when it occurred.
 - b. The names and addresses of any employees who may suffer damages as a result of the act, error or omission.

Notice of an act, error or omission is not notice of a claim.

2. If a claim is received by any insured you must:
 - a. Immediately record the specifics of the claim and date received; and
 - b. Notify us as soon as practicable

You must see to it that we receive written notice of the claim as soon as practicable.

- B. When we provide an Extended Reporting Period, the following is added to Paragraph A.2. of INSURING AGREEMENT – SECTION 1:

- c. A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

Any Extended Reporting period will not reinstate or increase the Limit of Insurance or extend the policy period.

- C. The Automatic Extended Reporting Period will be for sixty (60) days, starting with the end of the policy period of this policy.
This Automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable Limit of Insurance.
This Automatic Extended Reporting Period may not be canceled.

- D. If you purchase the optional Supplemental Extended Reporting Period Endorsement, the Supplemental Extended Reporting Period will be for one (1) year, starting sixty (60) days after the end of the policy period. We will issue that endorsement if the first named insured shown in the Schedule:

1. Makes a written request for it which we receive within sixty (60) days after the end of the policy period; and
2. Promptly pay the additional premium when due.

The Supplemental Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that Premium is paid when due, the endorsement may not be canceled.

The Supplemental Extended Reporting Period Endorsement will also amend Paragraph B.1. of SECTION V EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any basis, whose policy period begins or continues after the endorsement takes effect.

- E. We will determine the actual premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limit of Insurance available under this coverage for future payment of damages; and
4. Other related factors

The premium for the Supplemental Extended Reporting Period Endorsement will not exceed two hundred percent (200%) of the annual premium for this coverage and will be fully earned when the endorsement takes effect.

SECTION VII – ADDITIONAL DEFINITIONS

- A. "Administration" means:

1. Counseling employees, including their dependants and beneficiaries, with respect to the "employee benefit program";
2. Handling records in connection with the "employee benefit program";

CONTRACTOR'S BODILY INJURY AND BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE

1. INSURING AGREEMENTS:

- (a) In consideration of the premium paid and the attached DECLARATION PAGE, the Insurer(s) agrees to pay on behalf of the "Assured" all sums which the "Assured" shall become legally obligated to pay by reason of:
- (1) Any and all liability imposed by law against the "Assured" for "bodily injury" or "property damage" to which this insurance applies, caused by an "occurrence" and arising out of the operations, activities, work or business of the "Assured" and happening anywhere in the world.
 - (2) Any and all liability for "bodily injury" or "property damage" caused by an "occurrence" and assumed by the "Assured" under contracts, leases or agreements usual and incidental to the operations, activities, work or business of the "Assured". But as respects property in the care, custody or control or rented, leased or used by the "Assured", (except for claims against the "Assured" in subrogation proceedings or liability imposed by law on others and assumed by the "Assured" in writing under contracts, leases or agreements usual and incidental to the operations, activities, work or business of the "Assured") this insurance shall not be held to cover any liability assumed by the "Assured" in any contract, lease or agreement unless such liability would have been covered hereunder even in the absence of such a contract, lease or agreement.
- (b) The Insurer(s) shall have the right and duty to defend any suit against the "Assured" seeking damages on account of "bodily injury" or "property damage" to which this insurance applies, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the investigation and defense by the Insurer(s) of any such claim or suit shall terminate upon the exhaustion of the applicable limits of liability expressed in ITEM IV. of the DECLARATION PAGE.
- (c) The Insurer(s) also agrees that if the "Assured" shall be held liable under (a) (1) above as a result of the same "occurrence" for the fire fighting expenses incurred by the same person, persons or entity making claim, the amount of the liability of the "Assured" for such fire fighting expenses shall be included in ascertaining the ultimate net loss of the "Assured". HOWEVER, it is agreed that the Insurer(s) hereon shall not be held liable for any fire fighting expenses other than as provided for herein. "Assured" warrants that:
- (1) slash shall be burnt only at such time and under such conditions as the proper state and/or other governmental officials may approve, direct, or provide;
 - (2) all construction or land clearing operations shall be completely suspended at all times when such suspension is directed by the proper state and/or other governmental officials.
- (d) The Insurer(s) further agrees to pay in addition to the limits of liability expressed in ITEM IV. of the DECLARATION PAGE:
- (1) all expenses incurred by the Insurer(s) under (b) above;
 - (2) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments in any such suit but only for bond amounts not in excess of the applicable limit of liability of this policy;
 - (3) all interest on the Insurer(s)' share of any judgment accruing before or after entry of such judgment and up to the date of payment by the Insurer(s) of its share of any such judgment;
 - (4) expenses incurred by the "Assured" for first aid to others at the time of an accident, for "bodily injury" to which this insurance applies.

2. LIMITS OF LIABILITY: Regardless of the number of (1) "Assureds" insured herein, (2) persons or organizations who sustain "bodily injury" or "property damage", or (3) claims made or suits brought on account of "bodily injury" or "property damage", the liability of the Insurer(s) is limited as follows:

- (a) The limit of liability stated in ITEM IV. of the DECLARATION PAGE as applicable to each "occurrence" is the total limit of the Insurer(s) liability for all damages because of "bodily injury" and "property damage" as a result of any one "occurrence". For the purposes of determining the limit of the Insurer(s) liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one "occurrence".
- (b) Subject to the above provision in respect of each "occurrence", the total liability of the Insurer(s) for all damages because of "bodily injury" and "property damage" shall not exceed the limit of liability stated in ITEM IV. of the DECLARATION PAGE as "aggregate" separately for each of the subparagraphs below:
- (1) All "property damage" liability.
 - (2) All "bodily injury" liability included within the "products hazard" and "completed operations hazard".
 - (3) All liability arising out of "advertising injury" and "personal injury".
- The aggregate limits as described above shall apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the DECLARATION PAGE, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

6. EXCLUSIONS: This insurance does not apply to:

- (a) any obligation for which the "Assured" or any carrier as his Insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
 - (b) "bodily injury" to any employee of the "Assured" arising out of and in the course of his employment by the "Assured" or to any obligation of the "Assured" to indemnify another because of damages arising out of such injury, but this exclusion does not apply to liability assumed by the "Assured" under contracts usual to the operations, activities, work or business of the "Assured";
 - (c) "property damage" to any property carried in or upon any vehicle in charge of the "Assured", except property of others which has been, is, or will be used in the business of the "Assured";
 - (d) "bodily injury" or "property damage" caused by any self-propelled watercraft exceeding thirty-five feet in length;
 - (e) "property damage" to property of others in the care, custody or control of the "Assured" for repair, storage or for sale while on the premises of the "Assured", but this shall not exclude repair or service when performed for a monetary consideration or as a bailee for hire as a normal service in the business of the "Assured";
 - (f) claims against the "Assured":
 - (1) for repairing or replacing any defective product or products manufactured, sold or supplied by the "Assured" or any defective part or parts thereof nor for the cost of such repair or replacement; or
 - (2) for the loss of use of any such defective product or products or part or parts thereof; or
 - (3) for damage to that particular part of any property upon which the "Assured" is or has been working caused by the faulty manner in which the work has been performed; but this exclusion shall not apply to work performed on the Assured's behalf by a subcontractor. The phrase "that particular part" shall not be construed to mean the entire building project.
 - (g) "bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, control, loading or unloading by the "Assured" of any aircraft or manufacture of aircraft or aircraft parts by the "Assured";
 - (h) "bodily injury" or "property damage" arising out of the ownership, maintenance operation, use, control, loading or unloading by the "Assured" of any automobile which is defined as follows: The word "automobile" shall mean a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, but does not include any vehicle
 - (1) not subject to motor vehicle registration, or
 - (2) maintained for use exclusively on premises owned by or rented to the "Assured", including the ways immediately adjoining, or
 - (3) designed for use principally off public roads, or
 - (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than mix-in-transit type); graders, scrapers, rollers, and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;
 - (i) "bodily injury" or "property damage" due to war, whether or not declared, civil war, insurrection, rebellion, revolution or to any act or condition incident to any of the foregoing;
 - (j) "property damage" to premises alienated by the "Assured" arising out of such premises or any part thereof;
 - (k) any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation by whatever name called regardless of whether such claims are made directly against the "Assured" or by virtue of any agreement entered into by or on behalf of the "Assured";
 - (l) any liability arising out of the rendering of, or the failure to render, professional services by or on behalf of the "Assured", for others, in the "Assured's" capacity as an architect, engineer or surveyor, including but not limited to, any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith;
 - (m)(1) any liability arising out of the actual, alleged or threatened discharge, dispersal, release, or escape of "pollutants"; or
 - (2) any loss, cost, or expense arising out of any direction or request that the "Assured" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants";
- Exclusion (m) (1) above does not apply to "bodily injury or property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them, provided such "mobile equipment" is brought on to the premises, site or location by any assured or any contractors or subcontractors working directly or indirectly on any assured's behalf, in connection with operations at such premises, site or location by such assured, contractors or subcontractors. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such assured, contractor or subcontractor.
- (n) fines, penalties, punitive or exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;

CONDITIONS

1) PREMIUM: All premiums for this insurance shall be computed in accordance with the Insurer(s)' rules, rates, rating plans, premiums and minimum premiums applicable to the coverage afforded herein. At the close of each period (or part thereof terminating with the end of the insurance period) the earned premium shall be computed for such period. If the earned premium thus computed exceeds the deposit premium paid, the "Assured" shall pay the excess to the Insurer(s); if less, the Insurer(s) shall return to the "Assured" the unearned portion paid by such "Assured", subject always, however, to the Minimum Premium shown under ITEM VI. (b) of the DECLARATION PAGE.

Insurer(s)' representatives shall be permitted to examine the books and records of the "Assured" for the purpose of determining the actual premium earned at any time while this insurance is in force, or within three (3) years thereafter.

2) ASSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

- a. Upon the happening of any "occurrence" likely to give rise to a claim under this insurance, the "Assured" shall use due diligence and do and concur in doing all things reasonably practicable to diminish the loss.
- b. In the event of an "occurrence", written notice containing particulars sufficient to identify the "Assured" and also reasonably obtainable information with respect to the time, place and circumstance thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the "Assured" to Crump Insurance Services Northwest, Inc. on behalf of the Insurer(s) as soon as practicable.
- c. If claim is made or suit is brought against the "Assured", the "Assured" shall immediately forward to Crump Insurance Services Northwest, Inc. on behalf of the Insurer(s) every demand, notice, summons or other process received by the "Assured" or his representative.
- d. The "Assured", when requested by the Insurer(s), shall aid in effecting settlements, in securing evidence and the attendance of witnesses, in defending suits and in prosecuting appeals, and shall at all times render to the Insurer(s) all cooperation and assistance in the power of the "Assured" (except in a pecuniary way). The "Assured" shall not voluntarily assume any liability, settle any claim or incur any expense in connection with any claim or loss in excess of the amount(s) expressed in ITEM V. of the DECLARATION PAGE.

3) SOLE AGENT: The "Assured" first named in ITEM I. of the DECLARATION PAGE shall be deemed the sole agent of each and every "Assured" named therein or endorsed hereon, for the purposes of:

- a. giving notice of cancellation, either by the Insurer(s) or the "Assured";
- b. giving instructions for changes in this insurance and accepting changes in this insurance; and
- c. the payment of premiums or receipt of return premiums.

4) OTHER INSURANCE: In the event that there shall be in effect any other good, valid, and collectible insurance insuring to the benefit of the "Assured" or any Additional Assured hereunder, with respect to loss or claim covered hereby, then this insurance shall be excess insurance only, over and above the amount of any such good, valid and collectible insurance.

5) DENIAL OF LIABILITY: In the event the "Assured" is self-insured, in part, against loss which may be the basis of claim under this insurance, the Insurer(s) reserves the right to require the "Assured" upon written notice to deny any such claim and in the event the Insurer(s) shall exercise its right, the Insurer(s) shall defend the "Assured" any pay all costs in accordance with the terms set forth in 1. INSURING AGREEMENTS, Paragraph (b).

6) ACTION AGAINST INSURER(S): No action shall lie against the Insurer(s) unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this insurance, nor until the amount of the "Assured's" obligation to pay shall have been finally determined either by judgment against the "Assured" after actual trial or by written agreement of the "Assured", the claimant and the Insurer(s).

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this insurance to the extent of the coverage provided herein. No person or organization shall have any right under this insurance to join the Insurer(s) as a party to any action against the "Assured" to determine the "Assured's" liability, nor shall the Insurer(s) be impleaded by the "Assured" or his legal representative.

7) SUBROGATION: Under payment of any claim, demand, suit or judgment covered hereby the Insurer(s) (or other Insurers or the "Assured" in the event that more than one Insurer or the "Assured" as a self-insurer has paid any part of such claim, it being understood that other insurance or excess insurance of self-insurance is permitted) shall be subrogated to all rights which the "Assured" may have against any and every person, partnership or corporation in respect of such claim, demand, suit or judgment and the "Assured" shall, at the request of the Insurer(s) (or other Insurers) execute all papers necessary or convenient to effect such subrogation.

ENDORSEMENT A

This endorsement modifies such insurance as is afforded by the provisions of the following:
CONTRACTORS' BODILY INJURY AND BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE

I. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

The definition of "bodily injury" is amended to include "personal injury" and "advertising injury", subject to the following:

(A) "Personal injury" means injury arising out of one or more of the following offenses committed during the period of this insurance:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material; or
 - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the "Assured" shall not be deemed "personal injury".

(B) "Advertising injury" means injury arising out of an offense committed during the period of this insurance and occurring in the course of the "Assured's" advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

(C) EXCLUSIONS: This coverage does not apply:

- (1) to liability assumed by the "Assured" under any contract or agreement;
- (2) to "personal injury" or "advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the "Assured";
- (3) to "personal injury" or "advertising injury" arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the "Assured" was made prior to the effective date of this insurance;
- (4) to "personal injury" or "advertising injury" arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the "Assured" with knowledge of the falsity thereof;
- (5) to "personal injury" or "advertising injury" arising out of the conduct of any partnership or joint venture of which the "Assured" is a partner or member and which is not designated in the DECLARATION PAGE as an "Assured";
- (6) to "advertising injury" arising out of
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas under an implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to "advertising injury"
 - (a) to any "Assured" in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the "Assured" with actual malice.

II. PREMISES MEDICAL PAYMENT COVERAGE

The Insurer(s) will pay to or for each person who sustains "bodily injury" caused by accident during the period of this insurance all reasonable "medical expense" incurred within one year from the date of the accident on account of such "bodily injury", provided such "bodily injury" arises out of (a) a condition in the "Assured's premises", or (b) operations with respect to which the "Assured" is afforded coverage for "bodily injury" liability under this insurance.

(A) EXCLUSIONS: This Insurance does not apply:

- (1) to "bodily injury"
 - (a) arising out of the ownership, maintenance, operation, use, loading or unloading of
 1. any automobile or aircraft owned or operated by or rented or loaned to any "Assured", or
 2. any other automobile or aircraft operated by any person in the course of his employment by any "Assured";but this exclusion does not apply to the parking of an automobile on the "Assured's premises" if such automobile is not owned by or rented or loaned to any "Assured";

(D) ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim:

As soon as practicable the injured person or someone on his behalf shall give to Crump Insurance Services Northwest, Inc. on the Insurer(s) behalf written proof of claim, under oath if required, and shall, after each request from the Insurer(s), execute authorization to enable the Insurer(s) to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Insurer(s) when and as often as the Insurer(s) may reasonably require. The Insurer(s) may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Insurer(s).

III. EXTENDED BODILY INJURY COVERAGE

The definition of "occurrence" is amended to include any intentional act by or at the direction of the "Assured" which results in "bodily injury", if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

IV. STOP GAP LIABILITY (WASHINGTON)

It is hereby agreed that if, under any circumstances, it is determined that any employee of the "Assured" who is reported and declared under the Worker's Compensation Law or Laws of the state of Washington is injured in the course of his employment but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law(s), then this insurance is extended to cover the legal liability of the "Assured" for such "bodily injury", subject to the following exclusions.

This insurance does not apply to:

- (A) any premium, assessment, penalty, fine or benefits or other obligation imposed by any Worker's Compensation Law, Unemployment Compensation Law, Disability Benefits Law or any similar law(s); or
- (B) any claim for "bodily injury", with respect to which the "Assured" is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the Worker's Compensation Law, or Laws of the state of Washington; or
- (C) punitive or exemplary damages on account of "bodily injury" to or death of any employee employed in violation of law; or with respect to any employee employed in violation of the law with the knowledge or acquiescence of the "Assured" or any executive officer thereof; or
- (D) "bodily injury" by accident or disease, including death at any time resulting therefrom, sustained by a master or member of the crew of any vessel or by any employee of the "Assured" in the course of an employment subject to the United States Longshoremen's and Harbor Worker's Compensation Act, U.S. Code (1946) Title 33, Sections 901-49, or the Federal Employer's Liability Act, U.S. Code (1946) Title 45, Sections 51-60, sustained by any member of the flying crew of any aircraft, or sustained by any employee with respect to whom the "Assured" is not required to contribute to a worker's compensation insurance fund; or
- (E) any liability assumed by the "Assured" under any contract or agreement, whether or not a contract is defined in this insurance; or
- (F) fines or penalties imposed on the "Assured" for failure to comply with the requirements of any worker's compensation occupational disease or industrial safety law.

GENERAL AGGREGATE ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the following:
CONTRACTORS' BODILY INJURY AND BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that Paragraph 2.(b) LIMITS OF LIABILITY of form C131BFM is replaced by the following:

- (b) Subject to the above provision in respect of each "occurrence", the total liability of the Insurer(s) for all damages because of "bodily injury" and "property damage" shall not exceed the limit of liability stated in Item IV. of the Declarations as "aggregate" separately for each of the subparagraphs below:
- (1) All liability included within the "products hazard" and "completed operations hazard".
 - (2) All liability arising out of "advertising injury" and "personal injury".
 - (3) All other "bodily injury" and "property damage" liability not included in (b)(1) or (b)(2) above.

The aggregate limits as described above shall apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the DECLARATION PAGE, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

SEPARATION OF ASSURED – MULTIPLE NAMED ASSURED

It is hereby understood and agreed that except with respect to the Limits of insurance, and any rights or duties specifically assigned in this policy to the first named "Assured", this insurance applies:

- (a) As if each named "Assured" were the only named "Assured"; and
- (b) Separately to each named "Assured" against whom claim is made or suit is brought.

Nothing contained herein shall operate to increase the Insurer(s)' limits of liability as set forth in the Declaration Page.

LIMITED POLLUTION COVERAGE FOR CONTRACTORS

NOTICE: THIS ENDORSEMENT CONTAINS A 30-DAY NOTICE OF OCCURRENCE REQUIREMENT. PLEASE READ THE ENTIRE FORM CAREFULLY.

1. Exclusion (m) Pollution, does not apply to "bodily injury", "property damage" or "clean-up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard".
2. The limit of liability (Item IV. of the Declaration Page) is deleted and replaced by the following in respect of all losses or claims covered by this endorsement:

~~✓~~ ~~\$100,000.00~~ Each occurrence
~~✓~~ ~~\$100,000.00~~ Pollution Liability Hazard Aggregate Limit

The Each Occurrence Limit is the total limit of the Insurer(s)' liability for all damages because of "bodily injury", "property damage" or "clean-up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard" as a result of any one "occurrence".

Subject to the above provision in respect to Each Occurrence, the Pollution Liability Hazard Aggregate Limit is the total limit of the Insurer(s)' liability under this insurance for all damages because of "bodily injury", "property damage" or "clean up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard"; however, nothing in this endorsement shall serve to increase the aggregate Limit of Liability set forth in Item IV. of the Declaration Page.

The Insurer(s)' right and duty to defend any suit for "bodily injury", "property damage" or "clean-up costs" resulting from "environmental damage" included in the "Pollution Liability Hazard" shall terminate upon the exhaustion of the applicable limits of liability as stated above.

3. "Pollution Liability Hazard" includes all "bodily injury", "property damage" and "clean-up costs" resulting from "environmental damage" arising out of the actual discharge, dispersal, release or escape of "pollutants" at or from a "work site" during 72 consecutive hours commencing within the period of this insurance and reported to the Insurer(s) within 30 days of the commencement of the discharge, dispersal, release or escape of "pollutants".

"Work site" means any premises, site or location on which any "Assured" or any other contractor or subcontractor working directly or indirectly on behalf of any "Assured" is performing operations. "Work site" does not include any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "Assured."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Clean up costs" means expenses for the removal or neutralization of contaminants, irritants or pollutants.

"Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of "pollutants".

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

AMENDMENT - ADDITIONAL ASSURED PROVISION

It is hereby understood and agreed that Paragraph 4. ADDITIONAL ASSURED of form C131BFM is deleted and replaced by the following:

4. **ADDITIONAL ASSURED:** It is understood and agreed that wherever the "Assured" has contracted or agreed to protect any individual, firm, corporation or governmental entity by such coverage as is afforded by this insurance, such individual, firm, corporation or governmental entity shall be deemed an Additional Assured under this insurance, subject to the following:
- (a) the liability of the Insurer(s) as respects such Additional Assured shall be limited to the amount of insurance contracted or agreed to be carried by the "Assured" and in no event shall such liability in the aggregate exceed the Insurer(s)' limits of liability expressed in ITEM IV. of the DECLARATION PAGE; and
 - (b) the coverage afforded such Additional Assured shall be subject to the terms, conditions and exclusions of this insurance, and shall also be restricted to defense of and liability for "bodily injury" and "property damage" claims arising out of alleged or actual negligent acts or omissions of the "Assured"; and
 - (c) the coverage afforded such Additional Assured applies solely to ongoing operations of the "Assured" and excludes liability arising out of the "products hazard" and "completed operations hazard."

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

The following **EXCLUSIONS** are added to Paragraph 6 of form C131BFM:

(t) CONTRACTORS' PROFESSIONAL LIABILITY EXCLUSION

- (1) This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or failure to render any professional services by the "Assured" or on behalf of the "Assured" by others, but only with respect to either or both of the following operations:
- Providing engineering, architectural or surveying services to others in the "Assured's" capacity as an engineer, architect or surveyor; and
 - Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work performed by the "Assured".
- (2) Subject to paragraph 3) below, professional services include:
- The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- (3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by the "Assured" in connection with the operations of the "Assured" in the "Assured's" capacity as a construction contractor.

(u) OCCUPATIONAL, ENVIRONMENTAL AND COMMUNICABLE DISEASE EXCLUSION

This insurance does not apply to any "bodily injury" resulting from any occupational, environmental or communicable disease arising out of the "Assured's" operations or products and affecting any employee of the "Assured" or any other third party.

(v) FIDUCIARY OR REPRESENTATIVE LIABILITY EXCLUSION

This insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the ownership, maintenance or use, including all related operations, of property in which the "Assured" is acting in a fiduciary or representative capacity.

(w) CONTINUING OR ONGOING LOSSES, KNOWN LOSSES, PENDING AND PRIOR LITIGATION EXCLUSION

This insurance does not apply to any claim, demand, suit, action, litigation, alternative dispute resolution, or other judicial or administrative proceeding seeking damages for loss or injury which:

- (1) manifested prior to the effective date of this policy;
- (2) commenced or was pending prior to the effective date of this policy;
- (3) the "Assured" received prior to the effective date of this policy; or
- (4) involves any "bodily injury", "property damage", "personal injury" or "advertising injury" known to the "Assured" prior to the effective date of this policy.

This exclusion applies whether or not:

- (A) injury or damage continues or progresses during the policy period;
- (B) liability has been established; or
- (C) the amount of damage, loss, cost or expense has been established.

(x) EMPLOYMENT-RELATED PRACTICES EXCLUSION

This insurance does not apply to "bodily injury", "personal injury", or "advertising injury" to:

- (1) a person arising out of any:
 - refusal to employ that person;
 - termination of that person's employment; or
 - employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

EXCLUSION - MULTI-UNIT RESIDENTIAL CONSTRUCTION, REMODEL OR REPAIR ✓

It is hereby understood and agreed that this insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the operations, activities, work or business of the "Assured" in connection with the pre-construction, construction, post-construction, reconstruction, interior or exterior remodeling, maintenance or repair of any "multi-unit residential building".

It is further understood and agreed that this insurance does not apply to the "products hazard" and "completed operations hazard" with respect to operations performed by or on behalf of the "Assured" in connection with any "multi-unit residential building".

"Multi-unit residential building" means condominiums, townhouses, or townhomes (whether condominiums or not) built or used for the purpose of residential occupancy. "Multi-unit residential building" does not mean apartment buildings.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEM

It is hereby understood and agreed that this insurance does not apply to:

- A. "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of or caused by:
 - 1) the actual or alleged design, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof;
 - 2) any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.
- B. the "products hazard" or "completed operations hazard" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

For the purposes of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of :

- a) a rigid or semi-rigid insulation board made of expanded polystyrene or other materials,
- b) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate,
- c) a reinforced base coat, and
- d) a finish coat providing surface texture and color.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

ABSOLUTE MICROORGANISM EXCLUSION

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

SILICA EXCLUSION

This insurance does not apply to "bodily injury" or "property damage" arising out of or caused by silica or any products or materials containing silica.

C174SIL

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE –
PHYSICAL DAMAGE-DIRECT

(Approved by Lloyd's Underwriters' Non Marine Association)

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*Note.-If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

The following exclusion is added to Paragraph 6 of form C131BFM:

- (s) This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - a) the calculation, comparison, differentiation sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not;
 - b) or any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

**NOTICE: THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

U.S. Terrorism Risk Insurance Act of 2002 Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

NMA2970
30/05/03
Form approved by Lloyd's Market Association [Non-Marine]

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the Jurisdiction of a Court of competent Jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent Jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

Mendes & Mount
750 Seventh Avenue
New York, NY 10019-6829,

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

ENDORSEMENT

Additional Premium:	\$2,500.00
2.00% WA ST TAX:	\$50.00
0.40% WA SL FEE:	<u>\$10.00</u>
TOTAL:	<u>\$2,560.00</u>

ADDITIONAL ASSURED

In consideration of the additional premium charged above, it is hereby understood and agreed that the following is added as an Additional Assured with respect to the Project described:

Additional Assured:
City of Seattle - Contractors Services
700 5th Avenue Ste 4112
Seattle, WA 98124-4687

Project: North Queen Anne Drive Bridge Seismic Retrofit Project #2004-049

It is further understood and agreed that:

(a) the liability of the Insurer(s) as respects the Additional Assured shall be limited to the amount of insurance contracted or agreed to be carried by the "Assured" and in no event shall such liability in the aggregate exceed the Insurer(s)' limits of liability expressed in ITEM IV. of the DECLARATION PAGE; and

(b) the coverage afforded such Additional Assured shall be subject to the terms, conditions and exclusions of this insurance, and shall also be restricted to defense of and liability for "bodily injury" and "property damage" claims arising out of alleged or actual negligent acts or omissions of the "Assured".

Form C146LIA does not apply to this Additional Assured and Project.

All other terms and conditions remain unchanged.

Effective date of this endorsement is: August 13, 2004

Attached to and forming a part of No.: CJ0426057

Certificate issued to: PCT Construction, Inc., et al

RECEIVED

AUG 17 2004

BROWN & BROWN
SEATTLE

Crump Insurance Services Northwest, Inc.

Dated: August 16, 2004

By: _____



Authorised Signature

Endorsement No. 5



COMMERCIAL EXCESS
LIABILITY POLICY DECLARATION

EXECUTIVE OFFICE:
945 EAST PACES FERRY ROAD
SUITE 1800
ATLANTA, GA 30326-1125

THIS POLICY IS ISSUED BY THE COMPANY DESIGNATED BELOW:

COMPANY NAME RSUI INDEMNITY COMPANY(FORMERLY UNDERWRITERS REINSURANCE CO)

POLICY NUMBER: NHA211492

NEW: ☐

RENEWAL OF: NHA210423

PRODUCER

CODE NO: _____

PRODUCER'S NAME AND ADDRESS

ITEM 1
NAMED
INSURED
AND
MAILING
ADDRESS
PCT CONSTRUCTION, INC. ET AL
7400 - 3RD AVENUE S.
SEATTLE, WA 98108

ITEM 2	COVERAGE: EXCESS
ITEM 3	POLICY PERIOD <u>FROM 03/31/2004 TO 03/31/2005 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED</u>
ITEM 4 LIMITS AND PREMIUM	LIMITS OF INSURANCE EACH OCCURRENCE AGGREGATE WHERE APPLICABLE <u>\$4,000,000</u> <u>\$ 4,000,000</u> PREMIUM <u>\$21,100.00</u> <input checked="" type="checkbox"/> FLAT <input type="checkbox"/> AUDITABLE - SEE PREMIUM COMPUTATION ENDORSEMENT

ITEM 5 ENDORSEMENTS ATTACHED: Policy Jacket: RSG 31001 0104

1. Absolute Asbestos Exclusion ✓
2. Exclusion - Damage to Property ✓
3. Exclusion Of Certified Acts Of Terrorism And Other Nuclear, Biological or Chemical Acts of Terrorism ✓
4. Pollution Exclusion Endorsement - Total ✓
5. Uninsured Underinsured Motorist Exclusion ✓
6. War Liability Exclusion ✓
7. Washington Amendatory Endorsement ✓

Service Fee 500.00
State Tax _____
Stamping Fee _____
Inspection Fee _____

RECEIVED

JUL - 9 2004

BROWN & BROWN
SEATTLE

RSG 30001 1003

Countersigned By

James A. Dixon
Authorized Representative

Date Issued 5/25/2004

LL



**COMMERCIAL EXCESS LIABILITY POLICY
DECLARATIONS**

POLICY NO. NHA211492

ITEM 6. SCHEDULE OF UNDERLYING INSURANCE

Type of Policy	Insurer	Applicable Limit
GENERAL LIABILITY	UNDERWRITERS AT LLOYD'S, LONDON	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
AUTO LIABILITY	ALASKA NATIONAL INSURANCE CO.	\$1,000,000 COMBINED SINGLE LIMIT
EMPLOYEE BENEFITS LIABILITY	UNDERWRITERS AT LLOYD'S, LONDON	\$1,000,000 EACH CLAIM

RECEIVED
JUL - 9 2004
BROWN & BROWN
SEATTLE

This Endorsement Changes The Policy. Please Read It Carefully.

ABSOLUTE ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any liability caused by, resulting from or arising out of asbestos, removal of asbestos, exposure to asbestos, or any products containing asbestos.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 01

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – DAMAGE TO PROPERTY

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance shall not apply to property damage to:

1. Property you use, own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Property loaned to you;
3. Property in the care, custody or control of any insured;
4. Property transported by the insured; or
5. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises, and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 02

This Endorsement Changes The Policy. Please Read It Carefully.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AND OTHER NUCLEAR, BIOLOGICAL OR CHEMICAL ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**Commercial Umbrella Liability Policy
Commercial Excess Liability Policy**

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", or "injury" and may be defined in any applicable Coverage Part or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.**

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)

Endorsement No.: 03

This Endorsement Changes The Policy. Please Read It Carefully.

POLLUTION EXCLUSION ENDORSEMENT - TOTAL

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any liability arising out of:

1. Any liability which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, claim or suit that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 04

This Endorsement Changes The Policy. Please Read It Carefully.

UNINSURED/UNDERINSURED MOTORIST EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any obligation imposed by law under any automobile no-fault, uninsured motorists, underinsured motorists or similar laws or statutes.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 05

This Endorsement Changes The Policy. Please Read It Carefully.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

**Commercial Umbrella Liability Policy
Commercial Excess Liability Policy**

Under **SECTION III, EXCLUSIONS**, exclusion 20. War, is deleted and replaced by the following:

20. War

"Bodily injury", "property damage", "covered pollution cost or expense" or "personal and advertising injury" however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 06

This Endorsement Changes The Policy. Please Read It Carefully.

WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

A. Paragraphs 1, 2., 3. and 5. of Condition 4. are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us a written notice of cancellation on or prior to the effective date of such cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation prior to the effective date of cancellation. This notice will be the same as that mailed or delivered to the first Named Insured.
5.
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
 - b. If the Named Insured cancels, the refund will be at least 90% pro rata refund.
 - c. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee, or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)

Endorsement No.: 07

Pol. , Number: NHA211492

Insurer: RSUI Indemnity Company(formerly Underwriters Reinsurance Co)

Named Insured: PCT CONSTRUCTION, INC. ET AL

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been "rejected" by the Insured for all acts of terrorism including but not limited to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002.



Commercial Excess Liability Policy

Corporate Office
945 E. Paces Ferry Rd.
Atlanta, GA 30326 1125

CLAIM OFFICE:

Mail claims to:
945 E. Paces Ferry Rd.
Atlanta, GA 30326-1125

Fax claims to:
(404) 260 3997
(Attn: Claims Department)

For purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:

- a. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance"; or
- b. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

5 Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V – DEFINITIONS

1. "Underlying Insurance" means the policies or self-insurance listed in the Schedule of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self insurance listed in the Schedule of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All "Underlying Insurance" shall be maintained by you in accordance with Condition 2. of this policy.

We have officially signed this policy below. This policy is not valid unless countersigned on the Declaration page by our fully authorized representative.



President

**RSUI Indemnity Company (formerly known as Underwriters Reinsurance Company)
Landmark American Insurance Company**



Secretary

**RSUI Indemnity Company (formerly known as Underwriters Reinsurance Company)
Landmark American Insurance Company**



925 Fourth Avenue
Suite 3200
Seattle WA 98104-1159

206 676 4200
October 6, 2009

Teresa Rancourt
PCT Construction, Inc.

RE: U.S. EPA
Information Request

SITE: Lower Duwamish Waterway, Seattle, WA

Teresa:

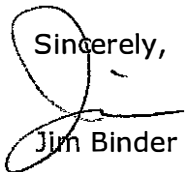
Enclosed please find the following insurance policies as provided for PCT Construction, Inc. by Propel Insurance (formerly Bratrud Middleton Insurance):

- Commercial General Liability / Policy # DGL-SF-184400-015
 - LSI Corporation
 - c/o Swett & Crawford
 - 600 Stewart Street, Ste 300
 - Seattle, WA 98101
 - Named Insured
 - PCT Construction, Inc.
 - 7400 Third Avenue So.
 - Seattle, WA 98108
 - Per Policy Occurrence Limit
 - \$1,000,000
 - Effective Date
 - April 10, 2005
 - ENDORSEMENT EXTENDING POLICY EXPIRATION TO 5-1-07
- Commercial Excess Policy / Policy # NHA211492
 - RSUI Insurance
 - 945 East Paces Ferry Road Ste 1800
 - Atlanta, GA 30326-1125
 - Named Insured
 - PCT Construction, Inc.
 - See above address
 - Per Policy Occurrence Limit
 - \$4,000,000
 - Effective Date
 - 3-31-04
- Commercial Excess Policy / Policy # NHA213B29
 - RSUI Insurance
 - See above address

- Named Insured
 - PCT Construction, Inc.
 - See above address
 - Per Policy Occurrence Limit
 - \$4,000,000
 - Effective Date
 - 3-31-05
- Propel Insurance (Bratrud Middleton) acted as the insurance agent for PCT Construction, Inc. from July, 2004 through the period when PCT was dissolved.
 - We have no knowledge of any claims relative to the site in question.
 - There were no settlements with any insurer in connection with this site or any claims for environmental liability during the time period in question.
 - The persons contacted at Propel Insurance regarding this request were as follows:
 - Jim Binder
 - Sales Executive
 - Jennifer Knackstedt
 - Senior Account Manager
 - All documents were sent to Propel Insurance from:
 - Swett & Crawford
 - 600 Stewart Street, Ste 300
 - Seattle, WA 98101

Please let me know if there is additional information you need from us.

Sincerely,



Jim Binder



**COMMERCIAL EXCESS
LIABILITY POLICY DECLARATION**

EXECUTIVE OFFICE:
945 EAST PACES FERRY ROAD
SUITE 1800
ATLANTA, GA 30326-1125

THIS POLICY IS ISSUED BY THE COMPANY DESIGNATED BELOW:

COMPANY NAME RSUI INDEMNITY COMPANY(FORMERLY UNDERWRITERS REINSURANCE CO)

POLICY NUMBER: NHA211492

NEW: ☐

RENEWAL OF: NHA210423

PRODUCER

CODE NO: _____

PRODUCER'S NAME AND ADDRESS

ITEM 1
NAMED
INSURED
AND
MAILING
ADDRESS

PCT CONSTRUCTION, INC. ET AL
7400 - 3RD AVENUE S.
SEATTLE, WA 98108

ITEM 2	COVERAGE: EXCESS
ITEM 3	POLICY PERIOD FROM 03/31/2004 TO 03/31/2005 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED
ITEM 4 LIMITS AND PREMIUM	LIMITS OF INSURANCE EACH OCCURRENCE AGGREGATE WHERE APPLICABLE \$ 4,000,000 \$ 4,000,000 PREMIUM \$21,100.00 <input checked="" type="checkbox"/> FLAT <input type="checkbox"/> AUDITABLE - SEE PREMIUM COMPUTATION ENDORSEMENT

ITEM 5

ENDORSEMENTS ATTACHED: Policy Jacket: RSG 31001 0104

1. Absolute Asbestos Exclusion
2. Exclusion - Damage to Property
3. Exclusion Of Certified Acts Of Terrorism And Other Nuclear, Biological or Chemical Acts of Terrorism
4. Pollution Exclusion Endorsement - Total
5. Uninsured Underinsured Motorist Exclusion
6. War Liability Exclusion
7. Washington Amendatory Endorsement

RSG 30001 1003

Countersigned By

James A. Dixon
Authorized Representative

Date Issued 5/25/2004

LL



**COMMERCIAL EXCESS LIABILITY POLICY
DECLARATIONS**

POLICY NO. NHA211492

ITEM 6. SCHEDULE OF UNDERLYING INSURANCE

Type of Policy	Insurer	Applicable Limit
GENERAL LIABILITY	UNDERWRITERS AT LLOYD'S, LONDON	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
AUTO LIABILITY	ALASKA NATIONAL INSURANCE CO.	\$1,000,000 COMBINED SINGLE LIMIT
EMPLOYEE BENEFITS LIABILITY	UNDERWRITERS AT LLOYD'S, LONDON	\$1,000,000 EACH CLAIM

Policy Number: NHA211492

Insurer: RSUI Indemnity Company(formerly Underwriters Reinsurance Co)

Named Insured: PCT CONSTRUCTION, INC. ET AL

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been "rejected" by the Insured for all acts of terrorism including but not limited to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002.

This Endorsement Changes The Policy. Please Read It Carefully.

ABSOLUTE ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any liability caused by, resulting from or arising out of asbestos, removal of asbestos, exposure to asbestos, or any products containing asbestos.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
Issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company (formerly Underwriters Reinsurance Co)
Endorsement No.: 01

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION -- DAMAGE TO PROPERTY

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance shall not apply to property damage to:

1. Property you use, own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Property loaned to you;
3. Property in the care, custody or control of any insured;
4. Property transported by the insured; or
5. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises, and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
Issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company (formerly Underwriters Reinsurance Co)
Endorsement No.: 02

This Endorsement Changes The Policy. Please Read It Carefully.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AND OTHER NUCLEAR, BIOLOGICAL OR CHEMICAL ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**Commercial Umbrella Liability Policy
Commercial Excess Liability Policy**

A. The following exclusion is added:

This Insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", or "injury" and may be defined in any applicable Coverage Part or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company(formerly Underwriters Reinsurance Co)
Endorsement No.: 03

This Endorsement Changes The Policy. Please Read It Carefully.

POLLUTION EXCLUSION ENDORSEMENT - TOTAL

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any liability arising out of:

1. Any liability which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, claim or suit that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company (formerly Underwriters Reinsurance Co)
Endorsement No.: 04

This Endorsement Changes The Policy. Please Read It Carefully.

UNINSURED/UNDERINSURED MOTORIST EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any obligation imposed by law under any automobile no-fault, uninsured motorists, underinsured motorists or similar laws or statutes.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company (formerly Underwriters Reinsurance Co)
Endorsement No.: 05

This Endorsement Changes The Policy. Please Read It Carefully.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

**Commercial Umbrella Liability Policy
Commercial Excess Liability Policy**

Under **SECTION III, EXCLUSIONS**, exclusion 20. War, is deleted and replaced by the following:

20. War

"Bodily Injury", "property damage", "covered pollution cost or expense" or "personal and advertising injury" however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
Issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company (formerly Underwriters Reinsurance Co)
Endorsement No.: 06

This Endorsement Changes The Policy. Please Read It Carefully.

WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies Insurance provided under the following:

Commercial Excess Liability Policy

A. Paragraphs 1, 2., 3. and 5. of Condition 4. are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us a written notice of cancellation on or prior to the effective date of such cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation prior to the effective date of cancellation. This notice will be the same as that mailed or delivered to the first Named Insured.
5.
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
 - b. If the Named Insured cancels, the refund will be at least 90% pro rata refund.
 - c. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee, or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

This endorsement effective 03/31/2004
forms part of Policy Number NHA211492
Issued to PCT CONSTRUCTION, INC. ET AL
by RSUI Indemnity Company (formerly Underwriters Reinsurance Co)
Endorsement No.: 07



Commercial Excess Liability Policy

Corporate Office

945 E. Paces Ferry Rd.
Atlanta, GA 30326-1125

CLAIM OFFICE:

Mail claims to:

945 E. Paces Ferry Rd.
Atlanta, GA 30326-1125

Fax claims to:

(404) 260-3997
(Attn: Claims Department)

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any underlying insurance carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "Underlying Insurance". The words "we" and "us" refer to the COMPANY shown in the DECLARATIONS. Other words and phrases that appear in quotation marks have special meanings. Refer to Definitions (SECTION V).

SECTION I – EXCESS LIABILITY INSURANCE

1. Insuring Agreement

- a. We will pay those sums in excess of the limits shown in Item 6 of the Declarations, Schedule of Underlying Insurance, that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "Underlying Insurance" also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.
- b. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except:
 - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
 - (2) With respect to any provisions to the contrary contained in this insurance.
- c. The amount we will pay for damages shall not exceed the Limits of Insurance stated in Item 4. of the Declarations.
- d. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "Underlying Insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend end when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II – EXCLUSIONS

The exclusions applicable to the "Underlying Insurance" also apply to this insurance.

SECTION III – LIMITS OF INSURANCE

1. The Limit of Insurance shown in the Declarations as EACH OCCURRENCE is the most we will pay for damages arising out of anyone occurrence or offense.
2. The Limit of Insurance shown in the Declarations as AGGREGATE WHERE APPLICABLE shall apply in the same manner as the aggregate limits shown in the SCHEDULE OF UNDERLYING INSURANCE.

SECTION IV – CONDITIONS

If any of the following conditions are contrary to conditions contained in the "Underlying Insurance" the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "Underlying Insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits of Insurance, for all defense expenses we incur.

2. Maintenance of "Underlying Insurance"

- a. You agree to maintain the "Underlying Insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "Underlying Insurance" by the same or another company. If you do not maintain the "Underlying Insurance" in full force and effect or fail to meet all conditions and warranties of such "Underlying Insurance", this policy shall apply as if those policies were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any "Underlying Insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "Underlying Insurance" in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:

- a. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance"; or
- b. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V – DEFINITIONS

1. "Underlying Insurance" means the policies or self-insurance listed in the Schedule of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All "Underlying Insurance" shall be maintained by you in accordance with Condition 2. of this policy.

We have officially signed this policy below. This policy is not valid unless countersigned on the Declaration page by our fully authorized representative.



President

**RSUI Indemnity Company (formerly known as Underwriters Reinsurance Company)
Landmark American Insurance Company**



Secretary

**RSUI Indemnity Company (formerly known as Underwriters Reinsurance Company)
Landmark American Insurance Company**



A member of Alleghany Insurance Holdings LLC



COMMERCIAL EXCESS
LIABILITY POLICY DECLARATIONS

EXECUTIVE OFFICE:
945 EAST PACES FERRY ROAD
SUITE 1800
ATLANTA, GA 30326-1125

THIS POLICY IS ISSUED BY THE COMPANY DESIGNATED BELOW:

COMPANY NAME RSUI INDEMNITY COMPANY
(A New Hampshire Stock Co.)

POLICY NUMBER: NHA213829

NEW: ☐

RENEWAL OF: NHA211492

PRODUCER

CODE NO:

PRODUCER'S NAME AND ADDRESS

ITEM 1
NAMED
INSURED
AND
MAILING
ADDRESS

PCT CONSTRUCTION, INC.
7400 THIRD AVE. SO.
SEATTLE, WA 98108

ITEM 2 COVERAGE: EXCESS

ITEM 3 POLICY PERIOD
FROM 03/31/2005 TO 03/31/2006 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED

LIMITS OF INSURANCE

ITEM 4
LIMITS
AND
PREMIUM

EACH OCCURRENCE AGGREGATE WHERE APPLICABLE
\$ 4,000,000 \$ 4,000,000

PREMIUM

\$20,825.00

☒ FL

ITEM 5 ENDORSEMENTS ATTACHED:

1. Absolute Asbestos Exclusion
2. Conditional Exclusion of Terror
3. Exclusion - Damage to Property
4. Exclusion of Certified Acts of Terrorism
5. Pollution Exclusion Endorsement
6. Uninsured Underinsured Motorist
7. War Liability Exclusion
8. Washington Amendatory Endorsement

PCT

RSG 30001 1003

Countersigned By

James A. Dixon
Authorized Representative

Date Issued 4/29/2005

LL




**COMMERCIAL EXCESS LIABILITY POLICY
DECLARATIONS**

POLICY NO. NHA213829

Revision #3, Eff.: 03/31/2005

ITEM 6.

SCHEDULE OF UNDERLYING INSURANCE

Type of Policy	Insurer	Applicable Limit
GENERAL LIABILITY	LLOYD'S OF LONDON (03/31/05 - 04/09/05)	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
GENERAL LIABILITY	LIBERTY SURPLUS INSURANCE COMPANY (04/10/05 - 03/31/06)	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE/PER PROJECT \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
AUTO LIABILITY	ALASKA NATIONAL INS. CO.	\$1,000,000 COMBINED SINGLE LIMIT
EMPLOYERS LIABILITY	LIBERTY SURPLUS INSURANCE CO.	\$1,000,000 EACH ACCIDENT \$1,000,000 DISEASE EACH EMPLOYEE \$1,000,000 DISEASE POLICY LIMIT
EMPLOYEE BENEFITS LIABILITY	LIBERTY SURPLUS INSURANCE CO.	\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE  08/28/2006 IG

Policy Number: NHA213829

Insurer: RSUI Indemnity Company

Named Insured: PCT CONSTRUCTION, INC.

NOTICE - REJECTION OF TERRORISM COVERAGE

Coverage has been "rejected" by the Insured for all acts of terrorism including but not limited to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002.

This Endorsement Changes The Policy. Please Read It Carefully.

ABSOLUTE ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance does not apply to:

1. Any liability caused by, resulting from or arising out of asbestos, removal of asbestos, exposure to asbestos, or any products containing asbestos;
2. The costs of abatement, mitigation, removal or disposal of asbestos;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items 1. or 2. above; and
4. Any obligation to share damages with or repay someone else who must pay damages in connection with items 1., 2., or 3. above.

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This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
Issued to PCT CONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 01

This Endorsement Changes The Policy. Please Read It Carefully.

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT OF 2002)**

This endorsement modifies insurance provided under the following:

**Commercial Umbrella Liability Policy
Commercial Excess Liability Policy**

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when anyone or more of the following first occurs:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Form; or
 - b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism or the phrases any liability or any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
issued to PCT CONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 02

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any liability" or "any injury or damage" means any injury or damage covered under any Coverage Form or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Form or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any liability" or "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any liability" and "any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any liability" or "any injury or damage" that is otherwise excluded under this Coverage Form.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION – DAMAGE TO PROPERTY

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This insurance shall not apply to property damage to:

1. Property you use, own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Property loaned to you;
3. Property in the care, custody or control of any Insured;
4. Property transported by the insured; or
5. Premises you sell, give away or abandon, if the property damage arises out of any part of those premises, and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
issued to PCT CONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 03

This Endorsement Changes The Policy. Please Read It Carefully.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AND OTHER NUCLEAR, BIOLOGICAL OR CHEMICAL ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

A. The following exclusion is added:

This Insurance does not apply to:

TERRORISM

Any liability arising, directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, any liability means any injury or damage covered under any Coverage Part or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, or injury and may be defined in any applicable Coverage Part or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.**

This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
issued to PCT CONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 04

This Endorsement Changes The Policy. Please Read It Carefully.

POLLUTION EXCLUSION ENDORSEMENT - TOTAL

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any liability arising out of:

1. Any liability which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, claim or suit that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
Issued to PCT CONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 05

This Endorsement Changes The Policy. Please Read It Carefully.

UNINSURED/UNDERINSURED MOTORIST EXCLUSION

This endorsement modifies Insurance provided under the following:

Commercial Excess Liability Policy

This policy does not apply to any obligation imposed by law under any automobile no-fault, uninsured motorists, underinsured motorists or similar laws or statutes.

This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
Issued to PCT CONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 06

This Endorsement Changes The Policy. Please Read It Carefully.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

The following is added to SECTION II. - EXCLUSIONS:

Any liability however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
issued to PCT CONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 07

This Endorsement Changes The Policy. Please Read It Carefully.

WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

A. Paragraphs 1, 2., 3. and 5. of Condition 4. are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us a written notice of cancellation on or prior to the effective date of such cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation prior to the effective date of cancellation. This notice will be the same as that mailed or delivered to the first Named Insured.
5.
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
 - b. If the Named Insured cancels, the refund will be at least 90% pro rata refund.
 - c. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee, or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

This endorsement effective 03/31/2005
forms part of Policy Number NHA213829
Issued to PCTCONSTRUCTION, INC.
by RSUI Indemnity Company

Endorsement No.: 08

IMPORTANT NOTICE

NOTICE TO POLICYHOLDERS

POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the Potential implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

YOUR POLICY AT START OF NEW POLICY TERM:

The terrorism endorsements in this policy make a distinction between "certified acts of terrorism" (which is more fully defined in the endorsement, but involves acts of terrorism that are committed by or on behalf of a foreign interest and generate aggregate losses in excess of \$5 million) and "other acts of terrorism". The cap on losses for "certified acts of terrorism" relates to criteria in the federal Terrorism Risk Insurance Act of 2002. The exclusion of coverage for "other acts of terrorism" (terrorist acts other than certified acts) applies only if the event qualified as a nuclear event or if the event qualified under certain circumstances as a biological or chemical event. With respect to "certified acts of terrorism" and "other acts of terrorism", policy exclusions (for example, the war liability exclusion) and other policy provisions continue to apply.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

Endorsement RSG 96024 is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase our statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible in 2004 is 10% of the total of our previous year's direct earned premiums. In 2005, that figure is 15%. The government's share is 90% of the terrorism losses paid by us above the deductible.

Endorsement RSG 96024 treats terrorism as follows:

Coverage for injury or damage arising out of a terrorism incident is excluded only if;

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism exclusion; or
- Fifty or more persons sustain death or serious physical injury; or
(To determine whether the threshold for property damage (\$25 million) and persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)
- The terrorism event involves nuclear material or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.

**State Fraud Statements
Fraud Statements – Signature Required for New York Only**

ARKANSAS, LOUISIANA, RHODE ISLAND, WASHINGTON AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from Insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment, fines and denial of insurance benefits.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

Motor Vehicle Insurance:

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment or both.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

MINNESOTA FRAUD STATEMENT

A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an Insurer is guilty of a crime.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

Any Person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE AND VIRGINIA FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Insured/Applicant/Claimant

By (Authorized Representative)

Title

Date



Commercial Excess Liability Policy

Corporate Office

945 E. Paces Ferry Rd.
Atlanta, GA 30326-1125

CLAIM OFFICE:

Mail claims to:

945 E. Paces Ferry Rd.
Atlanta, GA 30326-1125

Fax claims to:

(404) 260-3997
(Attn: Claims Department)

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any underlying insurance carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "Underlying Insurance". The words "we" and "us" refer to the COMPANY shown in the DECLARATIONS. Other words and phrases that appear in quotation marks have special meanings. Refer to Definitions (SECTION V).

SECTION I – EXCESS LIABILITY INSURANCE

1. Insuring Agreement

- a. We will pay those sums in excess of the limits shown in Item 6 of the Declarations, Schedule of Underlying Insurance, that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "Underlying Insurance" also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.
- b. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except:
 - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
 - (2) With respect to any provisions to the contrary contained in this insurance.
- c. The amount we will pay for damages shall not exceed the Limits of Insurance stated in Item 4. of the Declarations.
- d. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "Underlying Insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend end when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II – EXCLUSIONS

The exclusions applicable to the "Underlying Insurance" also apply to this insurance.

SECTION III – LIMITS OF INSURANCE

1. The Limit of Insurance shown in the Declarations as EACH OCCURRENCE is the most we will pay for damages arising out of any one occurrence or offense.
2. The Limit of Insurance shown in the Declarations as AGGREGATE WHERE APPLICABLE shall apply in the same manner as the aggregate limits shown in the SCHEDULE OF UNDERLYING INSURANCE.

SECTION IV – CONDITIONS

If any of the following conditions are contrary to conditions contained in the "Underlying Insurance" the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "Underlying Insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits of Insurance, for all defense expenses we incur.

2. Maintenance of "Underlying Insurance"

- a. You agree to maintain the "Underlying Insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "Underlying Insurance" by the same or another company. If you do not maintain the "Underlying Insurance" in full force and effect or fail to meet all conditions and warranties of such "Underlying Insurance", this policy shall apply as if those policies were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any "Underlying Insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "Underlying Insurance" in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:

- a. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance"; or
- b. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V – DEFINITIONS

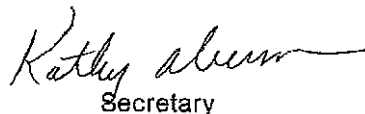
1. "Underlying Insurance" means the policies or self-insurance listed in the Schedule of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule of Underlying Insurance. All "Underlying Insurance" shall be maintained by you in accordance with Condition 2. of this policy.

We have officially signed this policy below. This policy is not valid unless countersigned on the Declaration page by our fully authorized representative.



President

**RSUI Indemnity Company (formerly known as Underwriters Reinsurance Company)
Landmark American Insurance Company**



Secretary

**RSUI Indemnity Company (formerly known as Underwriters Reinsurance Company)
Landmark American Insurance Company**



A member of Alleghany Insurance Holdings LLC



6-21-05
kb

Liberty Surplus Insurance Corporation
COMMERCIAL GENERAL LIABILITY

Policy No.	Broker Name and Address	Renewal of	1st Yr. Liab. Pol.
DGL-SF-184400-015	Swett & Crawford 600 Stewart Street, Suite 300 Seattle, WA 98101	New	2005

Item 1. Named Insured: PCT Construction, Inc.

Address: 7400 Third Avenue So.
Seattle, WA 98108

First Named Insured: PCT Construction, Inc.

The Named Insured is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other

Business of the Insured is: Special Trade Contractor

Item 2. Policy Period: From

Mo.	Day	Year
4	10	2005

 to

Mo.	Day	Year
3	31	2006

12:01 A.M., standard time at the address of the Named Insured as stated herein

Item 3. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

EACH OCCURRENCE	\$ 1,000,000
GENERAL AGGREGATE LIMIT (Other than Products Completed Operations)	\$ 2,000,000 Per Project*
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL INJURY AND ADVERTISING INJURY	\$ 1,000,000
DAMAGES TO PREMISES RENTED TO YOU LIMIT-EACH OCCURRENCE	\$ 50,000 Any one premises
EMPLOYEE BENEFITS LIABILITY	\$ 1,000,000
PER PROJECT GENERAL AGGREGATE POLICY LIMIT	\$ 5,000,000

Item 4. DEDUCTIBLE AMOUNT

The Deductible Amount is \$5,000 Per Occurrence [Refer to Endorsement #1]

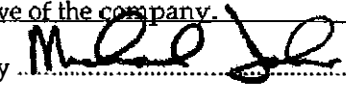
Item 5. PREMIUM	Premium Basis	Per \$1,000 of	Annual Premium
Classification or Locations	Gross Receipts	Gross Receipts	
		Rate	
Special Trade Contractor	\$4,500,000	\$8.07	\$35,320

MINIMUM PREMIUM \$35,320

DEPOSIT PREMIUM \$35,320

This policy is issued by a surplus lines insurer. In the event of insolvency of the insurer, this insurance is not covered by the Guaranty Fund or Guarantee Association.

In consideration of the payment of premium and in reliance upon statements made in the application, this policy including all endorsements issued herewith shall constitute the contract between the Company and the Named Insured. This policy is valid only if signed below by a duly authorized representative of the company.

This policy, including all endorsements issued herewith, is hereby countersigned by 
Authorized Representative



Policy No: DGL-SF-184400-015

Insured: PCT Construction, Inc.

DECLARATION EXTENSION SCHEDULE

Schedule of forms and Endorsements attached at issuance date:

<u>Number</u>	<u>Name and Form Number</u>	
	Commercial General Liability Declarations Page	GL DED 1001 07/01
	Common Policy Conditions	CGL 1008 0103
	Commercial General Liability Coverage Form	CG 00 01 07 98
1.	Deductible Endorsement	CGL 1009 0103
2.	Premium Computation Endorsement	CGL 1016 0103
3.	Cancellation Endorsement	CGL 1007 0103
4.	Minimum & Deposit Premium	CGL 1014 0103
5.	Amendment – War Liability Exclusion	CGL 1039 1203
6.	Policyholder Notice Endorsement	CGL 1040 0104
7.	Additional Insured – Owners, Lessees or Contractors	CGL 1037 1103
8.	Additional Insured - Owners, Lessees or Contractors- Completed Operations	CGL 1038 1103
9.	Designated Project General Aggregate Limit Subject to Policy Aggregate	CGL 1011 0103
10.	Employee Benefits Liability	CGL 1200 0403
11.	Exclusion – Asbestos	CGL 1102 0103
12.	Exclusion - Certified Acts of Terrorism	CG 2173 1102GL
13.	Terrorism - Conditional Exclusion	CG 3220 0604WA
14.	Exclusion – Chromated Copper Arsenate (CCA)	CGL 1133 0303
15.	Exclusion - Contractors Professional Liability	CGL 1104 0103
16.	Exclusion – Cross Suits	CGL 1105 0103
17.	Exclusion – Exterior Insulation and Finish System (EIFS)	CGL 1134 0303
18.	Exclusion – Employment-Related Practices	CGL 1111 0103

F&E schedule continued on next page

F&E Schedule continued

19.	Exclusion – Intellectual Property Rights	CGL 1114 0103
20.	Exclusion – Joint Ventures	CGL 1115 0103
21.	Exclusion Known Injury or Loss	CGL 1117 0103
22.	Exclusion Lead Liability	CGL 1119 0103
23.	Exclusion – Coverage C-Medical Payments	CGL 1120 0103
24.	Exclusion – Mold, Mildew or Fungus	CGL 1122 0103
25.	Exclusion – Nuclear Energy Liability	CGL 1123 0103
26.	Exclusion Occupational Disease	CGL 1144 0504
27.	Exclusion – Residential Construction	CGL 1127 1104
28.	Exclusion – Silicosis	CGL 1137 0604
29.	Exclusion - Subsidence	CGL 1135 0303
30.	Exclusion - Total Pollution	CGL 1129 0103
31.	Exclusion Wrap-Up	CGL 1131 0103
32.	Primary Insurance Clause	CGL 1031 0403
33.	Service of Suit	CGL 1017 0103
34.	Special Conditions for Subcontractors	CGL 1024 0103
35.	Stop-Gap Employers Liability Coverage	CGL 1203 0103
36.	Waiver of Transfer of Rights	CGL 1025 0103
37.	Amendatory Endorsement Duties in the Event	GL SIR 1007 0701



COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - ii. 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

- a. We have the right to:
 - i. Make inspections and surveys at any time;
 - ii. Give you reports on the conditions we find; and
 - iii. Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- i. Are safe or healthful; or
 - ii. Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights And duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to Liberty Surplus Insurance Corporation.

The word "insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in SECTION III – LIMITS OF INSURANCE; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

- b. This insurance applies to “bodily injury” and “property damage” only if:
 - (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
 - (2) The “bodily injury” or “property damage” occurs during the policy period.
- c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “bodily injury” or “property damage”, provided:
 - (a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

“Bodily injury” or “property damage” for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

“Bodily injury” to:

- (1) An “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an “insured contract”.

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to

the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is;

- (a) Less than 26 feet long; and
- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III – LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

k. Damage To Your Product

“Property damage” to “your product” arising out of it or any part of it.

l. Damage To Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract of agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

- b. This insurance applies to “personal and advertising injury” caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the policy period.

2. Exclusions

This insurance does not apply to:

a. “Personal and advertising injury”:

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”;
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”;
- (8) Arising out of the wrong description of the price of goods, products or services stated in your “advertisement”;
- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of “personal and advertising injury” under the Definitions Section; or
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, such payments will not be deemed to be damages for “bodily injury” and “property damage” and will not reduce the limits of insurance.

Our obligation to defend an insured’s indemnitee and to pay for attorneys’ fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” is an insured for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) “Property damage” to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your “employee”), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. “Bodily injury” to a co-“employee” of the person driving the equipment; or
 - b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer or any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under coverage B for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received;
and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim of defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.**

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or**
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.**

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in the Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or

- (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
- (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include “bodily injury” or “property damage” arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the “loading or unloading” of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. “Property damage” means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

18. “Suit” means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

20. “Your product” means:

- a.** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

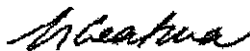
21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.



President
Liberty Surplus Insurance Corporation



Secretary



ENDORSEMENT NO. 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

DEDUCTIBLE

Our obligation under the Commercial General Liability Coverage Form to pay damages and Supplementary Payments on your behalf applies only to the sum of the amount of damages and Supplementary Payments in excess of any deductible amounts stated in the Commercial General Liability Declarations as applicable to such coverages, and the limits of insurance applicable to each "occurrence" or offense for such coverages will be reduced by the amount of such deductible. Aggregate limits for such coverages shall not be reduced by the application of such deductible amount.

The deductible amounts stated in the Commercial General Liability Coverage Part Declarations apply as follows:

1. **a. Per Occurrence basis:** If the deductible is on a Per Occurrence basis, the deductible amount applies to all damages and Supplementary Payments because of "bodily injury", "property damage", "personal and advertising injury" as a result of any one "occurrence" or offense regardless of the number of persons or organizations who sustain damages because of that "occurrence" or offense.

b. Per Claim basis: If the deductible is on a Per Claim basis, the deductible amount applies to all damages and Supplementary Payments because of "bodily injury", "property damage" and "personal and advertising injury" sustained by one person or organization as the result of any one "occurrence" or offense.
2. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and
 - b. Your duties in the event of an "occurrence", claim or "suit;

Apply irrespective of the application of the deductible amount.

3. You will not make or agree to a settlement without our written consent.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" or payment of any related Supplementary Payments. Upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.



ENDORSEMENT NO. 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

PREMIUM COMPUTATION ENDORSEMENT

The Policy Premium is an estimated premium only. The final premium will be calculated according to the premium audit provision of this policy. The Policy Premium is calculated as follows:

Rate: \$8.07 per \$1000 gross receipts

Estimated Exposure: \$4,500,000 gross receipts

Policy Premium (Rate times Estimated Exposure): \$35,320

The Policy Premium is a minimum premium for the policy period shown in Item 5 of the Declarations Page. In the event the insured cancels the policy prior to the expiration date shown in Item 2 of the Declarations page, the minimum premium will be either 25% of the Policy Premium or pro-rata plus 10% of the Policy Premium, whichever is greater.



ENDORSEMENT NO. 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.



ENDORSEMENT NO. 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

MINIMUM AND DEPOSIT PREMIUM

5. b. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

- b. Premium shown in this policy as a policy premium is an estimated premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium set forth on the Declarations.



ENDORSEMENT NO. 5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

AMENDMENT - WAR LIABILITY EXCLUSION
COMMERCIAL GENERAL LIABILITY COVERAGE

It is hereby agreed that the Policy shall be amended as follows:

- 1) Exclusion i. Of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, which reads as follows, is hereby deleted:

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

- 2) The following exclusion applies in addition to the exclusions in the Policy and in any other endorsements thereof:

No coverage shall exist under this policy for "bodily injury", "property damage", "personal and advertising injury" however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

All other terms, conditions and exclusions of this Policy remain unchanged.



ENDORSEMENT NO. 6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

POLICYHOLDER NOTICE

TERRORISM RISK INSURANCE ACT 2002

This Notice addresses requirements of the Terrorism Risk Insurance Act of 2002.

Definitions

“Act” means the Terrorism Risk Insurance Act of 2002 and any amendments.

“Act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States: to be an act of terrorism; to be an act that is violent or dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of United States missions or certain air carriers or vessels; to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured terrorism loss” means any loss resulting from an “act of terrorism” (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at United States missions or to certain air carriers or vessels.

“Insurer deductible” means the amount established in the Act that must be paid by us before the federal government can pay its share of the compensation for insured terrorism losses.

Notice of Federal Share of Losses and Premium Charge

Effective November 26, insured terrorism losses will be partially reimbursed by the United States Government under a formula established under the Act. Under this formula, the United States Government will pay 90% of our insured terrorism losses that exceed our insurer deductible.

The premium charge for insured terrorism losses covered under the Terrorism Risk Insurance Act of 2002 is shown in the Declarations or Declarations Extension Schedule.



ENDORSEMENT NO. 7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



ENDORSEMENT NO. 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - COMPLETED OPERATIONS**

SCHEDULE

Name of Person or Organization: As required by written contract.
Location and Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II -- Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the Schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



ENDORSEMENT NO. 9

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT
SUBJECT TO A POLICY AGGREGATE LIMIT**

SCHEDULE

Designated Construction Project(s): All Projects on file with the company

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The overall Policy Aggregate Limit scheduled in the Declarations is the most we will pay for the sum of all Designated Construction Project General Aggregate Limits.
3. Subject to the Policy Aggregate Limit, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
4. Any payments made under COVERAGE A for damages shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Subject to the Policy Aggregate Limit, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
5. The limits shown in the Declarations for Each occurrence continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and Policy Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), which cannot be attributed only to operations at a single designated construction project shown in the Schedule above:
- 1. Any payments made under COVERAGE A for damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, Designated Construction Project General Aggregate Limit nor Policy Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (SECTION IV) not otherwise modified by this endorsement shall continue to apply as stipulated.



ENDORSEMENT NO. 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS – MADE COVERAGE

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Deductible	Premium
Employee Benefits Programs	\$1,000,000 Each Employee	\$1,000 Each Employee Per claim	included
	\$1,000,000 Aggregate		
Retroactive Date:	4/10/05		

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

A. The following is added to Section I - Coverages:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1. The amount we will pay for damages is limited as described in Paragraph E. (Section III - Limits Of Insurance); and
2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:

1. The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
2. The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
3. A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph G. of this endorsement.

- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

1. When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
2. When we make settlement in accordance with Paragraph 1.a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy

period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 2, of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2, and 4, of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest,

will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Paragraph 3. of Section II - Who Is An insured does not apply.

E. For the purposes of the coverage provided by this endorsement, Section III - Limits Of Insurance is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" or your "employee benefit program".

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program"

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the

"employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

F. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of Section IV - Conditions are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date

shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

- G. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of one year is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph E.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Declarations will then continue to apply as set forth in Paragraph E.1.c.

- H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or

- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- 4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- I. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:
 - 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



ENDORSEMENT NO. 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION - ASBESTOS

This policy does not apply to, "bodily injury", "property damage", or "personal and advertising injury" arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of, or related in any way, either directly or indirectly, to asbestos products, asbestos containing materials or products, asbestos fibers or asbestos dust.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

Exclusion of Certified Acts of Terrorism

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form
Products/Completed Operations Liability Coverage Form

A. The following exclusion is hereby added to the Policy and shall apply to all coverages:

This insurance does not apply to any bodily injury, property damage, personal injury, advertising injury, loss, damage, cost, claim or suit, expense, or any other demand for money under any of the above policies to which this endorsement is attached, that is caused by, exacerbated by or which arises, directly or indirectly out of:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are hereby added to the Policy with respect to the provisions of this endorsement:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the Policy or affect the conduct of the United States Government by coercion.



ENDORSEMENT NO. 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

LIBERTY SURPLUS INSURANCE CORPORATION

WASHINGTON - CONDITIONAL EXCLUSION OF

TERRORISM (RELATING TO DISPOSITION OF FEDERAL

TERRORISM RISK INSURANCE ACT OF 2002)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form
Products/Completed Operations Liability Form

A. Applicability of the Provisions of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs:
 - a. The Federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or continuation of the "Program" has become effective without a requirement to make terrorism coverage available to you and with revisions that:

- (1) Increase our statutory percentage deductible under the "Program" for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The "Program" is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term "Terrorism", or the phrase "any injury or damage", are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means bodily injury, property damage, personal injury, advertising injury, personal and advertising injury, injury, environmental damage, loss, damage, cost, claim or suit, expense, damages, defense costs, claims expenses, claim expenses, or any other demand for money covered under any of the policies to which this endorsement is attached, that is caused by, exacerbated by, or which arises, directly or indirectly, out of "terrorism".

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including actions in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all "insured damage" sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, "insured damage" means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or "serious physical injury". For the purposes of this provision, "serious physical injury" means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.



ENDORSEMENT NO. 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – CHROMATED COPPER ARSENATE (CCA)

This policy does not apply to any loss or liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of the attorneys, experts, or consultants arising out of or in any way related, either directly or indirectly, to:

- a. Chromated copper arsenate, chromated copper arsenate products, chromated copper arsenate-containing materials or products, including but not limited to manufacturing, use, sale, installation, removal or distribution activities;
- b. Exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of chromated copper arsenate, chromated copper arsenate products, chromated copper arsenate-containing materials or products;
- c. Any obligation to investigate, settle or defend, or indemnify any person against any claim or "suit" arising out of, or related in any way, either directly or indirectly, to chromated copper arsenate, chromated copper arsenate products, chromated copper arsenate-containing materials or products.

All other terms, conditions and exclusions of the Policy remain unchanged.



ENDORSEMENT NO. 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor; and
 - b. Providing or hiring independent professionals hired by you to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – CROSS SUITS

It is hereby agreed that this insurance does not apply to:

Any claim or suit by or from any Insured covered under this policy against any other Insured covered under this policy.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION - Exterior Insulation and Finish System ("EIFS")

The following exclusion is added to the policy.

1. Any "bodily injury", "property damage", "personal and advertising injury" caused, directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coating, caulking or sealants in connection with such a system; or
2. Any "property damage" to a house or other building to which an "exterior insulation and finish system" has been applied, if that "property damage" is caused directly or indirectly, in whole or in part, by the "exterior insulation and finish systems";

This exclusion applies if the work is performed by any insured or anyone on behalf of any insured and this exclusion applies regardless of any other cause or event that contributed concurrently or in any sequence to that injury or damage.

For the purposes of this endorsement an "exterior insulation and finish system" means an exterior cladding or finish system applied to a house or other building, and consisting of:

- a) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; and
- b) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; and
- c) A reinforcing mesh that is embedded in a base coat applied to the insulation board; and
- d) A finish coat providing surface texture and color.

All other terms and conditions of this policy remain unchanged.



ENDORSEMENT NO. 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – EMPLOYMENT-RELATED PRACTICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



ENDORSEMENT NO. 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – INTELLECTUAL PROPERTY RIGHTS

This insurance does not apply to:

Any “bodily injury”, “property damage”, or “personal and advertising injury” arising out of, or directly or indirectly related to, the actual or alleged publication or utterance or oral or written statements which are claimed as an infringement, violation or defense of any of the following rights or laws:

1. copyright, other than infringement of copyrighted advertising materials;
2. patent;
3. trade secrets;
4. trade dress; or
5. trade mark or service mark or certification mark or collective mark or trade name, other than trademarked or service marked titles or slogans.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – JOINT VENTURES

It is hereby agreed that this insurance does not apply to any liability arising from any joint venture.



ENDORSEMENT NO. 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION - KNOWN INJURY OR LOSS

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" which began prior to the inception date of this policy, and which is alleged to continue into the policy period.

This exclusion applies whether or not:

- 1) The damage or its cause was known to any insured before the inception date of this policy;
- 2) Repeated or continued exposure to conditions causing such "bodily injury", "property damage" or "personal injury and advertising injury" occurred during the policy period or caused additional or progressive "bodily injury", "property damage" or "personal injury and advertising injury" during the policy period; or
- 3) The insured's legal obligation to pay damages was established as of the inception date of this policy.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – LEAD LIABILITY

This insurance does not apply to:

- 1) "Bodily Injury", "Property Damage", "Personal and advertising injury" arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form and from any source; or
- 2) Any loss, cost, expense, liability or other type of obligation arising out of, resulting from, or in any way related to, any:
 - a) Claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source, or to any
 - b) Claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply, nor do we have any duty to defend any claim or "suit" included under **COVERAGE C MEDICAL PAYMENTS**.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – MOLD, MILDEW OR FUNGUS

This insurance does not apply to:

1. “Bodily Injury”, “property damage”, or “personal and advertising injury” arising out of or related in any way, either directly or indirectly, to; any actual, alleged or threatened inhalation, discharge, dispersal, seepage, migration, absorption, release, exposure, or escape of any mold, mildew or fungus in any source, at any time; or
2. Any loss, cost, expense, liability or other type of obligation arising out of, resulting from or in any way related, directly or indirectly, to any claim, suit, investigation, or administrative proceeding brought by or on behalf of any person, entity, or government authority for damages, or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of mold, mildew or fungus in any form from any source, at any time.

All other terms and conditions of this policy remain unchanged.



ENDORSEMENT NO. 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – NUCLEAR ENERGY LIABILITY

This endorsement changes the policy as follows:

This policy does not apply to:

- A. Any liability or loss costs:
 - 1. with respect to which any Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or
 - 2. resulting from the “hazardous properties” of “nuclear material” and with respect to which:
 - a) a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b) any Insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Any injury or “nuclear property damage” resulting from the “hazardous properties” of “nuclear material,” if:

1. the "nuclear material"
 - a) is at any "nuclear facility" owned by, or operated by or on behalf of, any Insured; or
 - b) has been discharged or dispersed therefrom;
2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion B.3. applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

As used in this Exclusion:

1. "Hazardous properties" include radio-active, toxic or explosive properties.
2. "Nuclear facility" means:
 - a) any "nuclear reactor."
 - b) any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing "spent fuel," or
 - (3) handling, processing or packaging "nuclear waste";
 - c) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste," and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

3. "Nuclear material" means "source material," special nuclear material" or "by-product material," "special nuclear material" or "by-product material".
4. "Nuclear property damage" includes all forms of radioactive contamination of property.
5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
6. "Nuclear Waste" means any "nuclear waste" material:
 - a) containing "by-product material" other than the tailings of "nuclear wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
 - b) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph 2(a) or 2(b).
7. "Source material," "special nuclear material," and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION – OCCUPATIONAL DISEASE

The following exclusion is added to the policy:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of any “occupational disease” sustained by any employee of any insured or any “leased worker” or “temporary worker”.

As used in this endorsement, “occupational disease” is any abnormal condition or disorder, other than one resulting from an occupational injury, caused by a repetitive exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases, which may be caused by inhalation, absorption, ingestion or direct contact.

This endorsement does not change any other provision of this policy.



ENDORSEMENT NO. 27

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION - RESIDENTIAL CONSTRUCTION

The following exclusion is added to the policy:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" caused by, or arising out of or in any way related to the following:

Any "residential construction" conducted by you or on your behalf.

For the purposes of this endorsement, "residential construction" shall be defined as all operations, including "your work" and "your product" related to all construction operations being performed or previously performed involving single-family dwellings; multi-unit residential subdivisions; master planned residential communities; residential cooperatives; tract homes; town homes; residential duplexes; or residential condominiums.

"Residential construction" includes but is not limited to:

1. Original construction, repair, remodeling and all other changes, structural and non-structural; and
2. Development or changes in the land; including but not limited to excavation, trenching and grading of land;
in relation to any work being performed on single-family dwellings; multi-unit residential subdivisions; master planned residential communities; residential cooperatives; tract homes; town homes; residential duplexes; or residential condominiums.

This endorsement does not change any other provision of the policy.

Acknowledge (Please sign & date) _____
(Authorized Representative of the Insured)

Name of Signature _____
(Please Print Name)



ENDORSEMENT NO. 28

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

GENERAL ENDORSEMENT

EXCLUSION – SILICOSIS

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” arising out of, caused by or resulting from silicosis or exposure to silicosis or any lung disease or ailment arising out of, caused by or aggravated by inhalation, consumption or absorption of “silica”, “silica” products, “silica” – containing materials or products, “silica” fibers or “silica” dust.

When used in this endorsement, the term “silica” means any solid, liquid or gaseous material consisting of or containing “silica”, “silica” fibers or particles or “silica” dust.

This endorsement does not change any other provision of the policy.

Signature of officer of the Named Insured

Date



ENDORSEMENT NO. 29

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

EXCLUSION - SUBSIDENCE

This insurance does not apply to:

Any claim or "suit" directly or indirectly arising out of, caused by, resulting from, contributed to, or aggravated by subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth, whether such movement of land or earth occurs alone, in combination with, before, after or concurrently with any other cause, contributing condition, or aggravating factor.

This endorsement does not change any other provision of the policy.



ENDORSEMENT NO. 30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400 015

Insured: PCT Construction, Inc.

EXCLUSION – TOTAL POLLUTION

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



ENDORSEMENT NO. 31

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

**EXCLUSION – DESIGNATED OPERATIONS COVERED BY A
CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This insurance does not apply to “bodily injury” or “property damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard”, for any job covered under a consolidated (wrap-up) insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1. Provides coverage identical to that provided by this Coverage Part;
2. Has limits adequate to cover all claims; or
3. Remains in effect.



ENDORSEMENT NO. 32

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.



ENDORSEMENT NO. 33

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400 015

Insured: PCT Construction, Inc.

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS IN THIS POLICY

The Liberty Surplus Insurance Corporation hereby appoints the highest State official in charge of insurance affairs (Commissioner of Insurance, Director of Insurance, Insurance Commissioner, Executive Secretary, Superintendent of Insurance, or such other official title as designated by the State) of the State of Washington and his successor or successors in office and his and their duly authorized deputies, as the true and lawful attorney of Liberty Surplus Insurance Corporation in and for the aforesaid State, upon whom all lawful process may be served in any action, "suit" or proceeding instituted in the said State by or on behalf of any insured or beneficiary against the Liberty Surplus Insurance Corporation, arising out of the insurance policy which this provision is attached, provided a copy of any process, "suit", complaint or summons is sent by certified or registered mail to Dexter R. Legg, Secretary, Liberty Surplus Insurance Corporation, 175 Berkeley St., Boston, MA 02117.

Authorized Representative



ENDORSEMENT NO. 34

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

SPECIAL CONDITIONS FOR SUBCONTRACTORS ENDORSEMENT

The Conditions of this policy are amended to include:

1. Certificates of insurance with limits of liability equal to or greater than those provided by this policy (underwritten by an insurance company with at least an 'A 7' Best rating as defined by A.M. Best) will be obtained from all subcontractors prior to commencement of any work performed for the insured. Insurance must be maintained during the policy period listed on this policy's declaration page.
2. The Insured will obtain hold harmless agreements from subcontractors indemnifying you against all losses for work performed for the insured by any and all subcontractors.
3. The Insured will be named as Additional Insured on all subcontractors General Liability policies.

Evidence of compliance must be provided to the company during annual premium audit. Failure to comply with the above conditions will result in additional premium charged against contract cost for jobs not in compliance.

- Additional premium will be charged at a rate of \$10.00 per \$1,000 of contract costs
- If a claim is charged to this policy due to a subcontractors operations a deductible of \$5,000 apply for any such loss(es).

Commercial General Liability coverage maintained by subcontractors shall be primary and this policy shall be excess of limits of liability of such insurance, notwithstanding the language of the Other Insurance provisions of this policy.

The undersigned acknowledges and accepts the conditions of this endorsement.

Acknowledge by: _____
(Authorized Representative of the Insured)
(MUST BE SIGNED BY THE INSURED)

ALL OTHER TERMS AND CONDITIONS OR THE POLICY REMAIN UNCHANGED.



ENDORSEMENT NO. 35

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

Stop-Gap Employers' Liability Coverage

Bodily Injury by Accident Limit:	\$ 1,000,000
Bodily Injury by Disease Limit:	\$ 1,000,000
Bodily Injury by Disease Policy Limit	\$ 1,000,000

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

SECTION I – COVERAGES

COVERAGE D. EMPLOYERS LIABILITY

A. Insuring Agreement.

1. We will pay those sums that you become legally obligated to pay as damages because of "bodily injury" caused by an accident or disease to a y employee of yours arising out of and in the course of employment provided the employee is reported and declared under a workers' compensation fund of one or more of the followi g states: Washi gton, West Virginia, Wyoming, North Dakota, Ohio or Nevada. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B. This insurance applies only to "bodily injury" which occurs during the policy period. The "bodily

injury” must be caused by an “occurrence”. The “occurrence” must take place in the “coverage territory”. We will have the right and duty to defend any “suit” seeking those damages. But:

- a. The amount we will pay for damages is limited as described herein;
- b. We may investigate and settle any claim or “suit” at our discretion; and
- c. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D.

2. Exclusions.

This insurance does not apply:

- a. To any claim intentionally caused or aggravated by or at your direction, or any claim resulting from an act which is determined to have been committed by or at your direction with the belief that an injury is substantially certain to occur.
- b. To any claim arising out of liability assumed by you under any contract or agreement.
- c. To any obligation for which you or any carrier as your insurer may be held liable under any workers’ compensation or occupational disease law, any employment compensation or disability benefits law, or under any similar law.
- d. With respect to any person employed with your knowledge or in violation of law or acquiescence of any of your executive officers.
- e. To any claim brought against you by or on behalf of any employee for “bodily injury” or death resulting from:
 - 1. If benefits thereunder under any workers’ compensation or occupational disease law are accepted by or on behalf of such employee; or
 - 2. With respect to which your defenses have been abrogated by reason of your failure to comply with any provisions of any workers’ compensation or occupational disease law.
- f. To any claim or death resulting from:
 - 1. Any employee or member of a flying crew of an aircraft;
 - 2. A master or member of the crew of any vessel;
 - 3. Any person subject to the Longshoremen’s and Harbor Workers’ Compensation Act (33 USC Sections 901-950), The Federal coal Mine Health and Safety Act of 1969 (30 USC Sections 931-942) or the Federal Employers’ Liability Act (45 USC Sections 51-60), or any amendment to those laws.
- g. To any claim arising out of collusion, criticism, demolition, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.

- h. To any claim arising out of "bodily injury", disease or sickness, including death at any time resulting from asbestos.
- i. Any claim for any person under the age of 14 years regardless of any violation of law.

B. SECTION II – WHO IS AN INSURED

You are an insured if you are an employer named in the Declaration of this policy. If that employer is a partnership, and if you are one of its partners, you are an insured, but only in your capacity as an employer of the partnership's employees.

C. SECTION III – LIMITS OF INSURANCE

Regardless of the number of:

- 1. Insureds under this policy;
- 2. Persons who sustain "bodily injury"; or
- 3. Claims made or "suits" brought on account of "bodily injury".

Our liability for the coverage provided by this endorsement is limited as follows:

- 1. Bodily Injury by Accident: each accident, is the most we will pay for all damages covered by this endorsement because of "bodily injury" to one or more employees in any accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.
- 2. Bodily Injury by Disease, each employee is the most we will pay for all damages because of "bodily injury" by disease to any one employee.
- 3. Bodily Injury by Disease Policy Limit, is the most we will pay for all damages covered by this insurance and arising out of "bodily injury" by disease, regardless of the number of employees who sustain "bodily injury" by disease. "Bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.
- 4. The General Aggregate Limits is the most we will pay for the sum of damages under Coverage A, Coverage B and Coverage D, except damages because of injury and damage included in the "products-completed operations hazard".

D. SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS is extended to apply to coverage provided by this endorsement.

E. SECTION V – DEFINITIONS is extended to apply to coverage provided by this endorsement.

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under a workers' compensation law of the state(s) named herein.



ENDORSEMENT NO. 36

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

It is hereby agreed that Section VI, item 8. subrogation, is modified as follows:

SCHEDULE

Name of Person or Organization: **As required by written contract.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.



ENDORSEMENT NO. 37

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 4/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

**AMENDATORY ENDORSEMENT – DUTIES IN THE EVENT OF AN
OCCURRENCE, CLAIM OR SUIT**

In addition to your obligations under Duties in the Event Of Occurrence, Claim or Suit, under Section VI, paragraph 2, the following is added:

- f. Written notice to Liberty Surplus Insurance Corporation, hereafter referred to as “the Company”, shall be sent to:

**Casualty Claims
Liberty Surplus Insurance Corporation
55 Water Street 18th Floor
New York, NY 10041**

- g. You must give us prompt written notice if any of the following conditions arise or if any injury involves the following:
- (1) Death, serious injuries, including but not limited to: quadriplegia, paraplegia, severe burns, brain damage, severe head injuries, amputation, scarring, alleged paralysis, loss of senses, and loss of an eye.
 - (2) Any claim which involves a “shocking” injury such as a rape.
 - (3) A class action filed against any insured.

- (4) Any claim which may equal or exceed 50% of the insured's retention;
 - (5) Any lawsuit or arbitration proceeding involving this policy brought against any insured.
 - (6) Trial settings.
 - (7) If defense counsel has been retained to defend a claim.
-
- h. In the event that you do not give us written notice within 30 days of the date you know or should have known of a claim or injury meeting one or more of the descriptions set forth in g. above, we shall have the option in our sole discretion to deny coverage under this policy if your failure to report any such loss has prejudiced our rights under this policy.
 - i. Quarterly, the Insured shall forward to the Company a report that indicates for each claim: the date of loss, the date the claim was reported, the location of the loss, the amount of all reserves, the amount of all indemnity payments, the amount of all expense payments, if the claim is open or closed and a brief description of the claim.



ENDORSEMENT NO. 38

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 03/31/06 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

GENERAL CHANGE ENDORSEMENT

In consideration of an additional premium of \$10,000, it is understood and agreed that the policy period is amended to expire effective 3/31/07.

This endorsement does not change any other provisions of the policy.



ENDORSEMENT NO. 39

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 04/10/05 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

GENERAL ENDORSEMENT

In consideration of no additional premium charged, it is understood and agreed that the Named Insureds are added to the policy are as follows:

**Pacific Concrete Technologies, Inc.
TMR Northwest, LLC**

Effective: 4/10/05

This endorsement does not change any other provision of the policy.

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ENDORSEMENT NO. 40

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Effective Date: 03/31/06 Policy No.: DGL-SF-184400-015

Insured: PCT Construction, Inc.

GENERAL ENDORSEMENT

It is understood and agreed that the policy period (Endorsement No. 38 - General Change Endorsement) is amended, in part, to expire Effective May 1, 2007.

This endorsement does not change any other provision of the policy.